

RECORDED AT THE REQUEST OF  
AND WHEN RECORDED MAIL TO:  
STATE OF CALIFORNIA  
State Lands Commission  
Attn: Title Unit  
100 Howe Avenue, Suite 100-South  
Sacramento, CA 95825-8202

STATE OF CALIFORNIA  
OFFICIAL BUSINESS  
Document entitled to free recordation  
pursuant to government Code Section  
27383



CONTRA COSTA Co Recorder Office  
STEPHEN L. WEIR, Clerk-Recorder  
**DOC- 2004-0484748-00**

Acct 11- Old Republic Title  
Friday, DEC 17, 2004 08:00:00  
FRE \$0.0011  
Ttl Pd \$0.00 Nbr-0002479320  
kat/R2/1-130

A.P.N. #s 560-27-5; 560-27-24; 560-27-52; 560-18-100; 560-18-101; 560-18-102; 560-18-103;  
SLC No. AD477 SPACE ABOVE THIS LINE FOR 560-18-104(Por)  
RECORDER'S USE

**AGREEMENT FOR THE SETTLEMENT OF A TITLE DISPUTE IN THE CITY OF  
RICHMOND, COUNTY OF CONTRA COSTA, AMONG THE CITY OF RICHMOND, A  
MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA, AS A MUNICIPAL  
CORPORATION AND AS A TRUSTEE, THE RICHMOND REDEVELOPMENT  
AGENCY, A PUBLIC BODY CORPORATE AND POLITIC, AND THE STATE OF  
CALIFORNIA, ACTING BY AND THROUGH THE STATE LANDS COMMISSION**

Instructions to the County Recorder of  
the County of Contra Costa

Please index this document as follows:

<u>Grantor</u>	<u>Grantee</u>	<u>Exhibit in which property is described</u>
Richmond Redevelopment Agency, A public body corporate and politic	State of California, acting by and through the State Lands Commission.	Exhibits 1, 2, 5 and 6

City of Richmond, a municipal corporation of the State of California, as a trustee pursuant to Chapter 317, Statutes of 1913, As amended	State of California, acting by and through the State Lands Commission	Exhibits 1, 2, 3 and 4
City of Richmond, a municipal Corporation of the State of California, as municipal corporation	State of California, acting by and through the State Lands Commission	Exhibits 1 and 4
State of California, acting by and through the State Lands Commission	Richmond Redevelopment Agency, a public body corporate and politic	Exhibits 2 and 3
State of California, acting by and through the State Lands Commission	City of Richmond, a municipal corporation of the State of California, as a trustee pursuant to Chapter 317, Statutes 1913, as amended	Exhibits 1, 2, 4, 5 and 6
State of California, acting by and through the State Lands Commission	City of Richmond, a municipal corporation of the State of California, as a municipal corporation	Exhibit 4

The parties to this agreement for the settlement of a title dispute (the "Agreement") are the City of Richmond, a municipal corporation of the State of California, in its capacity as a trustee pursuant to Chapter 317, Statutes of 1913, as amended (the "City of Richmond/Trustee"), and in its capacity as a municipal corporation (for purposes of Paragraphs 2.b, 4, and 6 of this Agreement) (the "City of Richmond/Municipal Corporation"), the Richmond Redevelopment Agency, a public body corporate and politic (the "Richmond Redevelopment Agency"), and the State of California, acting by and through the State Lands Commission ("State" or "Commission"). The City of Richmond, the Richmond Redevelopment Agency, and the State are collectively referred to in this Agreement as "the Parties."

RECITALS

A. This Agreement concerns a parcel of real property in the City of Richmond, County of Contra Costa, referred to throughout this Agreement as the "Ford Motor Plant Parcel." The Ford Motor Plant Parcel is shown for reference purposes only in Exhibit 7 and is described in Exhibit 3. In Exhibit 7, the Ford Motor Plant Parcel is labeled parcel F-1.

B. This Agreement also concerns ten parcels of real property in the City of Richmond, County of Contra Costa, referred to throughout this Agreement as the "Public Trust Parcels." The Public Trust Parcels are shown for reference purposes only in Exhibit 7 and are described in Exhibit 1. In Exhibit 7, the Public Trust Parcels are labeled parcels B, D-1 and D-2, E-1 through E-4, and F-3 through F-5.

C. This Agreement also concerns a parcel of real property in the City of Richmond, County of Contra Costa, referred to throughout this Agreement as the "Craneway Parcel." The Craneway Parcel is shown for reference purposes only in Exhibit 7 and is described in Exhibit 2. In Exhibit 7, the Craneway Parcel is labeled parcel F-2.

D. This Agreement also concerns a parcel of real property in the City of Richmond, County of Contra Costa, referred to throughout this Agreement as the "Harbour Way Public Access Parcel." The Harbour Way Public Access Parcel is shown for reference only in Exhibit 7 and is labeled as Parcel C, and is described in Exhibit 4.

E. This Agreement also concerns real property in the City of Richmond, County of Contra Costa, referred to throughout this Agreement as the "Shoreline Public

Access Easement Area I." The Shoreline Public Access Easement Area I is shown for reference only in Exhibit 7 and is described in Exhibit 5.

F. This Agreement also concerns real property in the City of Richmond, County of Contra Costa, referred to throughout this Agreement as the "Shoreline Public Access Easement Area II." The Shoreline Public Access Easement Area II is shown for reference purposes only in Exhibit 7 and is described in Exhibit 6.

G. Together, the Ford Motor Plant Parcel, the Public Trust Parcels, the Craneway Parcel, the Harbour Way Public Access Parcel, the Shoreline Public Access Easement Area I and the Shoreline Public Access Easement Area II are referred to as the "Subject Parcels."

H. Exhibits 1 through 7 are attached to this Agreement and are incorporated by reference as parts of it.

I. Upon its admission to the United States of America on September 9, 1850, the State of California, by virtue of its sovereignty, received in trust for the purposes of commerce, navigation and fisheries (the "public trust") all right, title and interest in tide and submerged lands within its boundaries up to the ordinary high water mark.

J. Pursuant to the provisions of Division 6 of the Public Resources Code, including Sections 6301 and 6216, the State Lands Commission is vested with all jurisdiction and authority as to all ungranted tide and submerged lands held by the State in trust for the benefit of the people of the State.

K. Pursuant to Chapter 317, Statutes of 1913, as amended (the "Richmond Grant"), the City of Richmond/Trustee has been granted in trust certain tidelands within

the area of the Subject Parcels, for uses of commerce, navigation and fisheries as further specified in the Richmond Grant.

L. As described below, title to many of the Subject Parcels is in dispute as to whether they are proprietary lands not subject to the public trust, or are public trust lands in fee or through a public trust easement. This dispute is most significant in lands sold by Tidelands Survey Number 8. To address this dispute, the State of California enacted Chapter 527, Statutes of 2000, as an amendment to the Richmond Grant. Chapter 527 authorizes the settlement of disputes within an area defined in its Section 1(e) as the "Richmond Harbor Development Area" or otherwise within the perimeter description of Tideland Survey Number 8. All or portions of the Ford Motor Plant Parcel, the Craneway Parcel, the Harbour Way Public Access Parcel and Public Trust Parcels B, D-1, D-2 and F-3 lie within the Richmond Harbor Development Area and/or within the perimeter description of Tideland Survey Number 8. Chapter 527 authorizes settlements of title using land exchanges upon appropriate findings made by the State, which will be made by the State at the time this Agreement is recorded.

M. One purpose of this Agreement is to settle public trust title ownership within the Richmond Harbor Development Area. When recorded, the Agreement and its associated deeds will accomplish this through a land exchange, with certain parcels being freed from the public trust and other parcels being made subject to the public trust and to the Richmond Grant.

N. At statehood, the land within the Subject Parcels was tide or submerged owned by the State by virtue of its sovereignty as public trust lands. After statehood, all of the lands within the Subject Parcels were subdivided and were included within the

perimeter descriptions of deeds from the State to private parties issued with reference to disposition statutes such as Chapter 397, Statutes of 1863 and Chapter 543, Statutes of 1867-1868. One sale was of Tideland Survey Number 8, which used Chapter 397, Statutes of 1863, as the authority for its issuance. The majority of the Ford Motor Plant Parcel and the Craneway Parcel were included within the perimeter description of Tideland Survey Number 8.

O. The Richmond Redevelopment Agency is the current record title holder of the land within the Subject Parcels with the exception of the Harbour Way Public Access Parcel, which is held in fee by the City of Richmond/Municipal Corporation.

P. The State has performed extensive analysis of historical topographic mapping, surveys, and written accounts related to the Subject Parcels and the area surrounding them. Based upon its research, the State's position is as follows (without agreement by the Richmond Redevelopment Agency or the City of Richmond/Municipal Corporation with the State's assertions or the facts cited in support thereof):

1. At the time of sale, Tideland Survey Number 8 included submerged lands below the line of low tide that were not authorized to be sold through Chapter 397, Statutes of 1863. For this reason, the submerged lands portion of Tidelands Survey Number 8 remains subjects to public trust fee ownership.

2. Those portions of Tidelands Survey Number 8 that were in fact tidelands remain subject to a dominant easement in favor of the State for public trust purposes. People v. California Fish Company (1913) 166 Cal. 576. This public trust easement is held by the City of Richmond/Trustee through the Richmond Grant.

3. All or portions of the Ford Motor Plant Parcel, the Craneway Parcel, the Harbour Way Access Parcel, and Public Trust Parcels B, D-1, D-2, and F-3 were included within Tidelands Survey Number 8, and are subject to public trust title in fee or easement.

4. Portions of the Ford Motor Plant Parcel and the Craneway Parcel were within the perimeter description of Board of Tideland Commissioners Lots 18 and 31 in Section 24, and Board of Tideland Commissioners Lot 2 in Section 25, Township 1 North, Range 5 West, Mount Diablo Base and Meridian. The portions of these parcels which were filled by 1980 and not subject to tidal action are free of the public trust. City of Berkeley v. Superior Court of Alameda County (1980) 26 Cal. 3d 515. Conversely, the portions not filled above tidal action by 1980 are subject to a public trust easement.

5. The State of California was not a party to the 1916 settlement agreement (discussed in Recital Q.2 below) relied upon by the Richmond Redevelopment Agency and the City of Richmond/Municipal Corporation, even though this was property in which the statewide public had an interest and the State had a reversionary title right. Therefore, the 1916 settlement agreement is not binding upon the State of California, and does not terminate the public trust in the Ford Motor Plant Parcel or the Craneway Parcel.

Q. The Richmond Redevelopment Agency and the City of Richmond/Municipal Corporation have performed their own research regarding the history of the Subject Parcels. Based upon their research, the Agency's and City's position is as follows (without agreement by the State with the Agency's and City's assertions or the facts cited in support thereof):

1. The Agency is the successor in interest to the original patentees of a portion of Tideland Survey Number 8, which encompasses portions of the Ford Motor Plant Parcel and the Craneway Parcel. The land within Tideland Survey Number 8 was subdivided by the State of California and was validly sold pursuant to Chapter 397, Statutes of 1863, to a predecessor in title of the Richmond Redevelopment Agency.

2. Any uncertainty regarding whether Tideland Survey Number 8 included submerged lands has been cured in favor of non-sovereign ownership for several reasons:

- a. In 1916, the City of Richmond/Trustee and the holders of Tidelands Survey Number 8 at that time entered a land title settlement agreement. This was in an effort to resolve disputed title to tide and submerged lands within Tideland Survey Number 8 and other areas within the Richmond Harbor Development Area (as defined in Chapter 527, Section 1(e)) and beyond. The 1916 agreement to settle land title removed obstacles that prevented implementation of a program of harbor development in furtherance of the Richmond Grant.
- b. Through the 1916 agreement, private parties conveyed to the City of Richmond/Trustee tide and submerged lands that were needed for a planned program of harbor development.
- c. Also through the 1916 agreement, certain areas, including Tideland Survey Number 8 portions of the Ford Motor Plant



Parcel and the Craneway Parcel, were confirmed as private land.

- d. In reliance upon the 1916 agreement, bulkheads were built, channels dredged, streets dedicated and harbor facilities built as part of a plan of harbor development. Properties confirmed in private ownership through the 1916 agreement were developed and were conveyed to various private and public owners over the course of eighty-eight years. All of this was done in reliance upon the validity of the 1916 agreement.

3. The Agency holds title to filled and improved land within the perimeter description of former tide and submerged lands sold by the Board of Tideland Commissioners as BTLC Lots Number 23 and 24 in Section 19, Lots 17, 18, 31 and 32 in Section 24 and Lots 1 and 2 in Section 25, Township 1 North, Range 5 West, Mount Diablo Base and Meridian. These filled lands are free of the public trust (City of Berkeley v. Alameda County Superior Court (1980) 26 Cal. 3d 515).

4. The Richmond Redevelopment Agency, the City of Richmond/Trustee, the City of Richmond/Municipal Corporation, and their predecessors have been in peaceable and productive possession of the Subject Parcels; have paid all property taxes (at times of private ownership); and these and other equitable considerations bar the assertion of any remaining sovereign public trust interest in the Subject Parcels other than a public trust easement within Tidelands

Survey Number 8 and any portions of Board of Tideland Commissioners lots not filled as of 1980.

R. In 1931, the Ford Motor Company constructed an automobile assembly building on the Ford Motor Plant Parcel and the Craneway Parcel. The Ford Assembly Building has been listed on the National Register of Historic Places.

S. After closure of industrial operations, the Ford Assembly Building was put to alternative uses. The Ford Assembly Building was severely damaged during the 1989 Loma Prieta earthquake and has been idle since that time. There is now a plan for adaptive reuse of the Ford Assembly Building, including provision for public access along the waterward perimeter of the building and public access and other visitor-serving uses within the Craneway Parcel, which is on/along the waterward side of the Ford Assembly Building. These plans are a part of an overall public access plan for the entirety of the Richmond Inner Harbor and will contribute to the completion of the San Francisco Bay Trail.

T. The Ford Motor Plant Parcel has been filled and reclaimed and is removed from public channels and is no longer available or useful or reasonably susceptible of use or required for public trust purposes.

U. There is a bona fide dispute between the State, the Richmond Redevelopment Agency, and the City of Richmond/Municipal Corporation as to the existence, extent, nature, and location of their respective rights, titles, and interests in the majority of the area of the Subject Parcels.

V. It is in the public interest that this dispute be resolved in a manner that furthers public trust purposes. The dispute limits the potential development of the

Richmond Harbor Development Area and other property within Tideland Survey Number 8, threatens the ability of the City of Richmond/Trustee, the City of Richmond/Municipal Corporation, and the Richmond Redevelopment Agency to preserve the historic Ford Assembly Building, and renders uncertain the expansion of desirable public access and commercial recreation facilities along this portion of the Richmond waterfront.

W. This Agreement resolves the dispute and consolidates and adjusts the public and private ownerships within the Subject Parcels by and through a land exchange. The exchange is for the purpose of effectuating the adaptive reuse and economic redevelopment of the historic Ford Assembly Building for the Richmond Harbor Development Area, including for public trust uses, and for facilitating related plans for developing facilities outside the Richmond Harbor Development Area.

X. A resolution of the parties' rights, titles and interests in some of the Subject Parcels will require costly, protracted, and vigorously disputed litigation with uncertain results if the controversy cannot be resolved by settlement.

Y. The parties consider it expedient and necessary and in their best interests and that of the general public to resolve this title dispute by compromise settlement, avoiding the anticipated substantial costs, time requirements, and uncertainties of litigation.

Z. In the interest of settlement, the parties have conducted independent studies and evaluations of the title evidence, the principles of law, and the merits of their legal positions. An evaluation and study completed by the State has shown that the value of the asserted sovereign interests in the Ford Motor Plant Parcel and the

underlying fee within the Craneway Parcel and the Harbour Way Public Access Parcel is less than or equal to the value of land or interests in land to be received in the Public Trust Parcels, an exercised public trust easement within the Craneway Parcel, and access easements in the Harbour Way Public Access Parcel, the Shoreline Public Access Easement Area I and the Shoreline Public Access Easement Area II obtained through this Agreement.

AA. Described generally, this Agreement provides that:

1. The State will terminate public trust land title and the terms and requirements of the Richmond Grant in the Ford Motor Plant Parcel. To achieve this, the City of Richmond/Trustee will convey back to the State any interest it may hold in the Ford Motor Plant Parcel by virtue of the Richmond Grant, and the State will patent to the Richmond Redevelopment Agency any interest in the Ford Motor Plant Parcel held by virtue of its sovereignty.

2. The State patent described in subparagraph 1 shall be and is intended to terminate any possible State interest existing by virtue of its sovereignty in the Ford Motor Plant Parcel.

3. The Richmond Redevelopment Agency and the City of Richmond/Municipal Corporation will convey to the State any interest they may have in the Public Trust Parcels, to be held as sovereign land subject to the public trust for commerce, navigation and fisheries. The State will patent the Public Trust Parcels to the City of Richmond/Trustee for it to hold and to administer pursuant to the Richmond Grant. The Public Trust Parcels will be put to public trust uses as provided in the Richmond Grant.

4. A public trust easement for commerce, navigation and fisheries shall be established in the Craneway Parcel, and shall be exercised by the State for purposes of overnight accommodation, restaurants and cafes, water-related industry, museums regarding waterfront history, visitor-serving retail, boating and ferry service. This public trust easement will be established and exercised as follows: First, the Richmond Redevelopment Agency will grant the fee to the Craneway Parcel to the State. Second, the State will issue a patent to the Richmond Redevelopment Agency of the fee in Craneway Parcel, reserving a public trust easement to itself and exercising the easement for specified purposes. Third, the State will patent the public trust easement as exercised to the City of Richmond/Trustee, for it to hold and to administer pursuant to the Richmond Grant.

5. A public access easement shall be established in the Shoreline Public Access Easement Area I for public pedestrian, bicycle and other passive access, and for government and emergency vehicle access. In the Shoreline Public Access Easement Area II and the Harbour Way Public Access Parcel, there shall be a public access easement for purposes of public vehicular, pedestrian and bicycle access, and for other public access consistent with use as a public street. These easements shall be established as follows:

- a. In the Shoreline Public Access Easement Area I, the Richmond Redevelopment Agency shall deed to the State an easement for public pedestrian, bicycle and other passive access, and for government and emergency vehicular

access. The State shall deed this public access easement to the City of Richmond/Trustee, for it to hold and to administer pursuant to the Richmond Grant.

- b. In the Shoreline Public Access Easement Area II, the Richmond Redevelopment Agency shall deed to the State an easement for public pedestrian, bicycle and vehicular access, and for such other public access consistent with use as a public street. The State shall deed this public access easement to the City of Richmond/Trustee, for it to hold and to administer pursuant to the Richmond Grant.
- c. In the Harbour Way Public Access Parcel, sovereign fee title shall be terminated, but an easement shall be established for purposes of public pedestrian, bicycle and vehicular access, and other public access consistent with use as a public street. This will be achieved as follows: First, the City of Richmond/Trustee shall convey to the State any rights it holds under the Richmond Grant. Second, the State shall issue a patent to the City of Richmond/Municipal Corporation for the Harbour Way Public Access Parcel, terminating any interest in the public trust in the Parcel. Third, the City of Richmond/Municipal Corporation shall grant the State an easement in the Harbour Way Public Access Parcel for

public access for purposes of public pedestrian, bicycle and vehicular access, and other public access consistent with use as a public street. Fourth, the State shall deed the public access easement for purposes of public pedestrian, bicycle and vehicular access, and other public access consistent with use as a public street to the City of Richmond/Trustee, for it to hold and to administer pursuant to the Richmond Grant.

6. The Richmond Redevelopment Agency and the City of Richmond/Municipal Corporation shall indemnify and hold harmless the State and the City of Richmond/Trustee from any liability or responsibility for hazardous waste or dangerous material within or emanating from Parcel B or the Harbour Way Public Access Parcel, respectively.

BB. The land exchange achieved through this Agreement and its associated deeds maximizes the overall benefits to the public trust, without interfering with public trust uses or purposes. Following the exchange achieved through the implementation of this Agreement, lands along the majority of the Richmond Inner Harbor and all lands along the southern portion of the Ford peninsula adjacent to the waterfront will be subject to the public trust. The lands that will be removed from the public trust through this exchange have been cut off from navigable waters, constitute a relatively small portion of the lands granted through the Richmond Grant, and are no longer needed or required for the promotion of the public trust.

## AGREEMENT

In consideration of the foregoing recitals and the following conveyances and terms, the parties hereby agree as follows:

1. The Termination of the Public Trust in the Ford Motor Plant Parcel and Quitclaim to the Richmond Redevelopment Agency.

The public trust shall be terminated in the Ford Motor Plant Parcel as follows:

a. The City of Richmond/Trustee shall remise, release and forever quitclaim to the State all of the City of Richmond/Trustee's right, title, and interest existing by virtue of the Richmond Grant in the Ford Motor Plant Parcel described in Exhibit 3. This conveyance shall be by document in the form of Exhibit 8, which is attached to this Agreement and incorporated by reference as a part of it.

b. The State shall remise, release and forever quitclaim to the Richmond Redevelopment Agency all of the State's right, title and interest existing by virtue of its sovereignty in the Ford Motor Plant Parcel described in Exhibit 3. This conveyance shall be by document in the form of Exhibit 9, which is attached to this Agreement and incorporated by reference as a part of it.

2. The Establishment of the Public Trust in the Public Trust Parcels and Patent of Them in Trust to the City of Richmond/Trustee.

a. The City of Richmond/Trustee shall remise, release and forever quitclaim to the State all of the City of Richmond/Trustee's right, title and interest existing by virtue of the Richmond Grant in the Public Trust Parcels described in Exhibit 1. This



conveyance shall be by document in the form of Exhibit 10, which is attached to this Agreement and incorporated by reference as a part of it.

b. The Richmond Redevelopment Agency and the City of Richmond/Municipal Corporation shall remise, release and forever quitclaim to the State all of the Agency's and City's right, title and interest in the Public Trust Parcels described in Exhibit 1, to be held by the State as land of the legal character of tide and submerged lands subject to the public trust. These conveyances shall be by documents in the forms of Exhibit 11 and Exhibit 12, which are attached to this Agreement and incorporated by reference as parts of it.

c. The State shall remise, release and forever quitclaim to the City of Richmond/Trustee all of the State's right, title and interest existing by virtue of its sovereignty in the Public Trust Parcels described in Exhibit 1, for the City to hold and to administer as trustee as land subject to the public trust and to the terms and conditions of the Richmond Grant. This conveyance shall be by document in the form of Exhibit 13, which is attached to this Agreement and incorporated by reference as a part of it.

3. Establishment of a Public Trust Easement in the Craneway Parcel and Patent in Trust to the City of Richmond/Trustee.

The parties agree that a public trust easement for purposes of commerce, navigation and fisheries (as referred to in the case of People v. California Fish Company (1913) 166 Cal. 576) shall be established and held by the State in the Craneway Parcel and granted in trust to the City of Richmond/Trustee. This public trust easement shall be established as follows:

a. The City of Richmond/Trustee shall remise, release and forever quitclaim to the State all of the City of Richmond/Trustee's right, title and interest existing by virtue of the Richmond Grant in the Craneway Parcel described in Exhibit 2, but only upon the simultaneous recordation of the deeds in this paragraph 3. This conveyance shall be by document in the form of Exhibit 14, which is attached to this Agreement and incorporated by reference as a part of it.

b. The Richmond Redevelopment Agency shall remise, release and quitclaim the Craneway Parcel described in Exhibit 2 to the State, but only upon the simultaneous recordation of the deeds specified in this paragraph 3. Richmond Redevelopment Agency's deed shall be in the form of Exhibit 15, which is attached to this Agreement and incorporated by reference as a part of it.

c. The State shall patent the fee in the Craneway Parcel described in Exhibit 2 to the Richmond Redevelopment Agency, subject to a public trust easement retained by the State, but only upon the simultaneous recordation of the deeds specified in this paragraph 3. This patent shall be in the form of Exhibit 16, which is attached to this Agreement and incorporated by reference as a part of it. As stated in Exhibit 16, the State will, simultaneously with the recordation of Exhibit 16, exercise its easement for purposes enumerated in Exhibit 16.

d. The State shall remise, release, and forever quitclaim to the City of Richmond/Trustee the exercised public trust easement within the Craneway Parcel described in Exhibit 2, for the City to hold and administer as trustee as land subject to the public trust and to the terms and conditions of the Richmond Grant. This

conveyance shall be by document in the form of Exhibit 17, and shall be recorded only upon the simultaneous recordation of the deeds specified in this paragraph 3. Exhibit 17 is attached to this Agreement and incorporated by reference as a part of it.

4. Establishment of Public Access Easement in the Harbour Way Public Access Parcel.

The parties agree that an easement for purposes of public pedestrian, bicycle and vehicular access, and other public access consistent with use as a public street shall be established in the Harbour Way Public Access Parcel, to be held by the State and granted in trust to the City of Richmond/Trustee. This public access easement shall be established as follows:

a. The City of Richmond/Trustee shall remise, release and forever quitclaim to the State all of the City of Richmond/Trustee's right, title and interest existing by virtue of the Richmond Grant in the Harbour Way Public Access Parcel described in Exhibit 4, but only upon the simultaneous recordation of the grant and deeds in this paragraph 4. This conveyance shall be by document in the form of Exhibit 18, which is attached to this Agreement and incorporated by reference as a part of it.

b. The State shall patent any sovereign interest in the Harbour Way Public Access Parcel described in Exhibit 4 to the City of Richmond/Municipal Corporation, but only upon the simultaneous recordation of the grant and deeds specified in this paragraph 4. This patent shall be in the form of Exhibit 19, which is attached to this Agreement and incorporated by reference as a part of it.

c. The City of Richmond/Municipal Corporation shall grant to the State an easement for purposes of public pedestrian, bicycle and vehicular access, and other public access consistent with use as a public street within the Harbour Way Public Access Parcel described in Exhibit 4, but only upon the simultaneous recordation of the grant and deeds specified in this paragraph 4. The City's deed shall be in the form of Exhibit 20, which is attached to this Agreement and incorporated by reference as a part of it.

d. The State shall remise, release, and forever quitclaim to the City of Richmond/Trustee the public access easement within the Harbour Way Public Access Parcel described in Exhibit 4, for the City to hold and administer in trust pursuant to the Richmond Grant. This conveyance shall be by document in the form of Exhibit 21, and shall be recorded only upon the simultaneous recordation of the grant and deeds specified in this paragraph 4. Exhibit 21 is attached to this Agreement and incorporated by reference as a part of it.

5. Establishment of a Public Access Easement in the Shoreline Public Access Easement Area I and the Shoreline Public Easement Access Area II.

The parties agree that an easement for public pedestrian and bicycle access, and for emergency and maintenance vehicles shall be established and held by the State in the Shoreline Public Access Easement Area I and granted in trust to the City of Richmond/Trustee. The parties also agree that an easement for public pedestrian, bicycle and vehicular access, and other public access consistent with use as a public street shall be established and held by the State in the Shoreline Public Access

Easement Area II and granted in trust to the City of Richmond/Trustee. These public access easements shall be established as follows in this paragraph.

a. The Richmond Redevelopment Agency shall grant to the State an easement for purposes of public pedestrian and bicycle access, and for emergency and maintenance vehicles within the Shoreline Public Access Easement Area I described in Exhibit 5, but only upon the simultaneous recordation of the grant and deeds specified in this paragraph 5. The Richmond Redevelopment Agency's deed shall be in the form of Exhibit 22, which is attached to this Agreement and incorporated by reference as a part of it.

b. The Richmond Redevelopment Agency shall grant to the State an easement for purposes of public pedestrian, bicycle and vehicular, and other public access consistent with use as a public street within the Shoreline Public Access Easement Area II described in Exhibit 6, but only upon the simultaneous recordation of the grant and deeds specified in this paragraph 5. The Richmond Redevelopment Agency's deed shall be in the form of Exhibit 23, which is attached to this Agreement and incorporated by reference as part of it.

c. The State shall remise, release and forever quitclaim to the City of Richmond/Trustee the public access easements within the Shoreline Public Access Easement Area I described in Exhibit 5 and within the Shoreline Public Access Easement Area II described in Exhibit 6, for the City to hold and administer as trustee as land subject to the public trust and to the terms and conditions of the Richmond Grant. These conveyances shall be by documents in the form of Exhibit 24 and Exhibit

25, and shall be recorded only upon the simultaneous recordation of the grants and deeds specified in this paragraph 5. Exhibit 24 and Exhibit 25 are attached to this Agreement and incorporated by reference as part of it.

6. Indemnity and Hold Harmless Agreement Relating to Hazardous Waste or Dangerous Materials Within or Emanating From Parcel B or the Harbour Way Public Access Parcel.

a. The Richmond Redevelopment Agency shall indemnify, defend, hold harmless and release the State of California, by and through the State Lands Commission; its officers, agents and employees from and against any and all claims, demands, losses, fines, penalties, actions, lawsuits and other proceedings, administrative or otherwise, judgments and awards, and costs and expenses (including reasonable attorneys' fees and remediation costs) arising directly or indirectly, in whole or in part, or in any way connected with (a) Hazardous Waste or Dangerous Materials (both terms defined in Subparagraphs 6(e) and (f), below) passing from Parcel B described in Exhibit 1 to waterways, groundwater, or any other lands; (b) the handling or release of any Hazardous Waste or Dangerous Materials within Parcel B described in Exhibit 1, which existed prior to the recordation of this Agreement, or which migrate into the Parcel after the recordation of this Agreement; (c) federal, state or local requirements, orders or consent agreements for the remediation of pre-existing Hazardous Waste or Dangerous Materials within Parcel B described in Exhibit 1, or for Hazardous Waste or Dangerous Materials, which migrate into the Parcel after the recordation of this Agreement.

b. The City of Richmond/Municipal Corporation shall indemnify, defend, hold harmless and release the State of California, by and through the State Lands Commission, its officers, agents and employees from and against any and all claims, demands, losses, fines, penalties, actions, lawsuits and other proceedings, administrative or otherwise, judgments and awards, and costs and expenses (including reasonable attorneys' fees and remediation costs) arising directly or indirectly, in whole or in part, or in any way connected with (a) Hazardous Waste or Dangerous Materials (both terms defined in Subparagraphs 6(e) and (f), below) passing from the Harbour Way Public Access Parcel described in Exhibit 4 to waterways, groundwater or any other lands; (b) the handling or release of any Hazardous Waste or Dangerous Materials within the Harbour Way Public Access Parcel described in Exhibit 4, which existed prior to the recordation of this Agreement, or which migrate into the Parcel after the recordation of this Agreement; (c) federal, state or local requirements, orders or consent agreements for the remediation of pre-existing Hazardous Waste or Dangerous Materials within the Harbour Way Public Access Parcel described in Exhibit 4, or for Hazardous Waste or Dangerous Materials, which migrate into the Parcel after the recordation of this Agreement.

c. The Richmond Redevelopment Agency shall indemnify, defend, hold harmless and release the City of Richmond/Trustee, its officers, agents and employees from and against any and all claims, demands, losses, fines, penalties, actions, lawsuits and other proceedings, administrative or otherwise, judgments and awards, and costs and expenses (including reasonable attorneys' fees and remediation costs) arising

directly or indirectly, in whole or in part, or in any way connected with (a) Hazardous Waste or Dangerous Materials (both terms defined in Subparagraphs 6(e) and (f), below) passing from Parcel B described in Exhibit 1 to waterways, groundwater or other lands; (b) the handling or release of any pre-existing Hazardous Waste or Dangerous Materials within Parcel B described in Exhibit 1; or (c) federal, state or local requirements, orders or consent agreements for the remediation of pre-Existing Hazardous Waste or Dangerous Materials within Parcel B described in Exhibit 1.

d. The City of Richmond/Municipal Corporation shall indemnify, defend, hold harmless and release the City of Richmond/Trustee, its officers, agents, and employees from and against any and all claims, demands, losses, fines, penalties, actions, lawsuits and other proceedings, administrative or otherwise, judgments and awards, and costs and expenses (including reasonable attorneys' fees and remediation costs) arising directly or indirectly, in whole or in part, or in any way connected with (a) Hazardous Waste or Dangerous Materials (both terms defined in Subparagraphs 6(e) and (f), below) passing from the Harbour Way Public Access Parcel described in Exhibit 4 to waterways, groundwater or other lands; (b) the handling or release of any pre-existing Hazardous Waste or Dangerous Materials within the Harbour Way Public Access Parcel described in Exhibit 4; or (c) federal, state, or local requirements, orders, or consent agreements for the remediation of pre-Existing Hazardous Waste or Dangerous Materials within the Harbour Way Public Access Parcel described in Exhibit 4.

e. For purposes of the indemnities in this paragraph, "Hazardous Waste" shall be defined as hazardous substances, materials, pollutants, contaminants, or solid



gaseous, or liquid wastes subject to or regulated under any local, state or federal law, statute, regulation, rule, ordinance, code, order or guideline, including, but not limited to, "hazardous substances" as defined by the Hazardous Substance Account Act, California Health & Safety Code Sections 25316 and 25317; "wastes," "contaminants," or "pollutants" as defined by the Porter-Cologne Act, California Water Code Section 13050 (d), (k), or (l) and the Hazardous Waste Control Act, Health and Safety Code sections 25117 and 25124; "solid wastes," as defined by section 1004(27) of the Solid Waste Disposal Act, as amended, 42 U.S.C. Section 6903 (27) (commonly known as the "Resource Conservation and Recovery Act"); "oil," as defined by Section 311 (a)(1) of the Federal Water pollution Control Act, as amended, 33 U.S.C. Section 1321(a)(1) (commonly known as the "Clean Water Act"); "oil" as defined by Section 1001(23) of the Oil Pollution Act of 1990, 33 U.S.C. Section 2701 (23) and the Oil Spill Prevention and Response Act, Government Code Section 8670.3 (n); and any natural gas, natural gas liquids, petroleum refining, exploration, development and/or production, including, but not limited to, drilling fluids, produced waters, waste oil and oil field mud.

f. For purposes of the indemnities in this paragraph, the term "Dangerous Materials" shall be defined as any of the following: explosives, ordnance, compressed gases, flammable liquids and solids, oxidizers, reactives, poisons, infectious substances, radioactive materials and corrosive materials.

#### 7. State Lands Commission Findings.

The State Lands Commission, by its approval and upon recordation of this Agreement:

a. Finds and declares that the Ford Motor Plant Parcel and fee interest in the Harbour Way Public Access Parcel have been improved, filled, and reclaimed; consist entirely of dry, non-waterfront land lying above the present mean high tide line; have been cut off from direct access to the waters of San Francisco Bay by past filling of intervening property; and are no longer tidelands or submerged lands;

b. The Ford Motor Plant Parcel and the existing sovereign title interest in the Harbour Way Public Access Parcel are not necessary in their current public trust encumbered status for the highly beneficial program for waterfront development in the City of Richmond (as represented by the plans for the Richmond Harbor Development Area as that area is described in Chapter 527, statutes of 2000, and for related and supporting facilities outside the Richmond Harbor Development Area), due to the current state of the land;

c. The sovereign interests within the Ford Motor Plant Parcel and the Harbour Way Public Access Parcel are not necessary or useful for commerce, navigation or fisheries, or for the purposes of Chapter 317, Statutes of 1913, as amended; those interests are better served by the acquisition of title to the Public Trust Parcels; and the Ford Motor Plant Parcel and the Harbour Way Public Access Parcel are no longer needed or required for the promotion of the public trust or the Richmond Grant.

d. The sovereign interests within the Ford Motor Plant Parcel and the Harbour Way Public Access Parcel constitute a relatively small portion of all tidelands granted to the City of Richmond/Trustee;

e. The Public Trust Parcels, the public trust easement in the Craneway Parcel, and the public access easements within the Harbour Way Public Access Parcel, Shoreline Public Access Easement Area I and Shoreline Public Access Easement Area II will serve public trust needs for public access, parks, visitor service, and a possible ferry landing;

f. Streets, including the public access easement within the Harbour Way Public Access Parcel and the Shoreline Public Access Easement Area II, in or serving the Richmond Harbor Development Area and other property within Tidelands Survey Number 8 have provided, and will continue to provide, public access to the water;

g. This Agreement is in the best interest of the State for the improvement of navigation and commerce; for the enhancement of public access to and along the shoreline and waterfront; and for the protection, preservation, and enhancement of public trust interests in the remaining tidelands and submerged lands;

h. The economic value of the Public Trust Parcels, the public trust easement in the Craneway Parcel, and the public access easements in the Shoreline Public Access Easement Area I and Shoreline Public Access Easement Area II and the Harbour Way Public Access Parcel exceed the combined economic value of public trust rights in the Ford Motor Plant Parcel, the Harbour Way Public Access Parcel and the fee underlying the Craneway Parcel in which the public trust is to be terminated by the Agreement and associated patents;

i. The parties have a good faith and bona fide dispute as to their respective interests within the majority of the area of the Subject Parcels. The Agreement is a

compromise of the contested issues of law and evidence upon which the dispute is based, and is in lieu of the costs, delay, and uncertainties of title litigation, and is consistent with and authorized by the requirements of law, particularly Chapter 527, Statutes of 2000.

j. This Agreement is in settlement of a title dispute and is therefore exempt from the California Environmental Quality Act pursuant to Public Resources Code Section 21080.11.

8. Acceptance of Conveyances and Consent to Recording.

By their execution of this Agreement, the parties agree to accept the conveyances of interests in land referred to in this Agreement and consent to the recording of this Agreement and other documents executed pursuant to this Agreement.

9. Optional Judicial Confirmation of Validity of Settlement.

At such time as this Agreement, all conveyances necessary to accomplish this Agreement and written approval by the parties of the condition of title to the parcels to be conveyed to them as shown in a pro forma title commitment have been deposited into escrow, the Richmond Redevelopment Agency or the City of Richmond, at the option of either, may submit the settlement embodied in this Agreement to a court of competent jurisdiction to confirm the validity of the settlement by court judgment. Such election shall be made and any complaint shall be filed by the Richmond Redevelopment Agency or the City of Richmond within 180 days of recordation of this Agreement and its deeds by the Escrow Agent pursuant to Paragraph 23. The State shall cooperate with the Richmond Redevelopment Agency or the City of Richmond in obtaining such a confirmatory judgment.

10. Appeal of Optional Judgment.

Upon entry of any judgment confirming the validity of the settlement embodied in this Agreement as provided in Paragraph 9, each party shall be deemed to have waived any right to appeal from the judgment.

11. Effect of a Judicial Finding of Invalidity.

Should a court of competent jurisdiction enter a judgment that becomes final, finding and declaring that this Agreement or any of the conveyances pursuant to it is invalid, and should that determination be upheld on final appeal (if one is filed), the Parties agree that the Agreement shall no longer be effective for any purpose, and that the Parties shall re-convey to their respective grantors under this Agreement each and every right, title, and interest conveyed as a result of this Agreement, so as to return the Parties to the positions they were in prior to the execution of this Agreement.

12. Further Assurances.

So long as authorized by applicable laws to do so, the Parties will perform such other acts, and execute, acknowledge and deliver all further conveyances and other instruments, that may be necessary to fully assure to the other parties all of the respective properties, rights, titles, interests, estates, remedies, powers, and privileges to be conveyed or provided for by this Agreement.

13. Execution Before a Notary Public.

All signatures of the parties to this Agreement and all documents executed pursuant to this Agreement shall be acknowledged before a Notary Public and a certificate of acknowledgment shall be attached to the executed Agreement and other

documents to allow them to be recorded in the Office of the Recorder of the County of Contra Costa, California.

14. Agreement Not To Encumber.

Upon execution of this Agreement, none of the parties shall sell, transfer, assign, mortgage, pledge or hypothecate, whether by operation of law or otherwise, any of their respective rights, title, or interests in or to the Subject Parcels prior to the recording of this Agreement and its associated deeds. Following recording of this Agreement and its associated deeds, the title interests held by the City of Richmond in the Subject Parcels through the Richmond Grant may not be sold or otherwise conveyed or transferred.

15. Agreement for Compromise and Settlement.

It is expressly understood by the parties that the provisions set forth in this Agreement have been agreed upon for purposes of compromising and settling the respective disputed interests of the parties in the Subject Parcels.

16. No Admission or Effect if Agreement Not Made Effective.

In the event this Agreement does not become effective, nothing in it shall constitute, or be construed as, an admission by any party hereto or evidence concerning the boundaries, physical character, or character of title to or interest in the Subject Parcels.

17. No Effect on Other Lands.

The provisions of this Agreement do not constitute, nor are they to be construed as, an admission by any party or evidence concerning the boundaries, physical character, or character of title to or interest in any lands outside the Subject Parcels.

18. Agreement Binding on Heirs, Assigns, Et Cetera.

All the terms, provisions, and conditions of this Agreement shall be binding upon and inure to the benefit of the respective heirs, administrators, executors, successors, and assigns of the Parties.

19. Modification.

No modification, amendment, or alteration of this Agreement shall be valid unless in writing and signed by the parties to this Agreement.

20. No Effect on Other Government Jurisdiction.

This Agreement has no effect whatsoever on the regulatory, environmental or other jurisdiction of any federal, state, local, or other government entity not a party to this Agreement.

22. Headings.

The title headings of the sections of this Agreement are inserted for convenience only and shall not be considered in construing this Agreement.

23. Escrow.

a. The parties will agree to a title company acceptable to both for the opening and closing of escrow and the recording of documents ("Escrow Agent").

b. Deposits by parties:

(1) State shall deposit the following documents into escrow:

(a) A minute item showing the Commission's approval of this Agreement and the Commission's authorization that it

and the quitclaims/patents set forth in Paragraphs 1 through 5 be executed on the State's behalf.

(b) This Agreement, duly and properly executed by the State; and

(c) An original copy of Exhibits 9, 13, 16, 17, 19, 21, 24 and 25 fully executed by the State;

(2) The Richmond Redevelopment Agency shall deposit the following documents into escrow:

(a) A certified copy of a Resolution of its Board of Directors (or similar document approved by the State in writing) approving this Agreement and authorizing that it be executed on Richmond Redevelopment Agency's behalf, and that the deeds from the Agency through Paragraphs 2-5 be executed; and

(b) This Agreement, duly and properly executed by the Richmond Redevelopment Agency.

(c) Original copies of Exhibits 12, 15, 22, and 23, fully executed by the Richmond Redevelopment Agency.

(2) The City of Richmond/Trustee and the City of Richmond/Municipal Corporation shall deposit the following documents into escrow:

(a) A certified copy of a Resolution of its City Council approving this Agreement and authorizing that it be executed



on the City's behalf, and that deeds from the City of Richmond Trustee and City of Richmond/Municipal Corporation through Paragraphs 1, 2, 3, 4, and 5 be executed; and

(b) This Agreement, duly and properly executed by the City of Richmond/Trustee or Municipal Corporation, as appropriate.

(c) Original copies of Exhibits 8, 10, 11, 14, 18, and 20 fully executed by the City of Richmond.

24. Close of Escrow and Recordation.

Upon receipt of a certified copy of judgment by the Court, (should either the City of Richmond or the Richmond Redevelopment Agency choose to seek judicial confirmation of the validity of this Agreement pursuant to Paragraph 9) and receipt of all documents described in Paragraph 23 and written approval of pro forma title policies by each party as to land or interests in land to be conveyed to that party, Escrow Agent shall notify the parties of its intention to close escrow and to record this Agreement and any related documents (pursuant to escrow instructions agreed to by the Parties), and shall set a date certain for such recordation and closing within 30 days of receipt of such documents. At 8:00 a.m., or as early as possible on the date chosen for the close of escrow, Escrow Agent shall record this Agreement in the Office of the County Recorder for the County of Contra Costa, California.

25. Purpose to Perfect Title

The Ford Motor Plant Parcel, the Harbour Way Public Access Parcel and the fee in the Craneway Parcel will be patented by the State to the Richmond Redevelopment Agency or to the City of Richmond/Municipal Corporation pursuant to this Agreement solely for the purpose of perfecting title to that Parcel and, accordingly, for tax assessment purposes, said patent does not involve a change in ownership pursuant to Section 62 (b) of the California Revenue and Taxation Code.

26. Allocation of Costs and Expenses.

The expenses and fees of escrow incurred by Escrow Agent, including those associated with recordation of this Agreement and other documents necessary to effectuate this Agreement, shall be borne by the Richmond Redevelopment Agency. All other fees, costs and expenses of any attorney, engineer or other person employed or retained by a party in connection with the transaction underlying this Agreement shall be borne by that party.

27. Effective Date.

This Agreement shall become effective only upon execution and recordation of this Agreement. To become effective, this Agreement must be recorded by February 1, 2005, or within 30 days from entry of any judgment pursuant to Paragraph 9, above, whichever is earlier, unless the parties extend that date in writing.

To witness this Agreement, a duly authorized officer of each party has executed it below on the date opposite each signature.

STATE OF CALIFORNIA  
STATE LANDS COMMISSION

DATED: 11/23/04

By: Paul D. Thayer  
Paul D. Thayer  
Executive Officer

Approved as to form:

Bill Lockyer  
Attorney General  
State of California

By: Tara L. Mueller  
Tara L. Mueller  
Deputy Attorney General

CITY OF RICHMOND, A MUNICIPAL  
CORPORATION OF THE STATE OF  
CALIFORNIA

Dated: 11-22-04

By: Jenna L. Anderson  
Title: Mayor

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California )  
 )  
 County of Sacramento ) ss.

On November 23, 2004, before me, Grace M. Kato, Notary Public,  
 personally appeared Paul D. Thayer,

☒ personally known to me  
☐ or proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument  
 and acknowledged to me that he/she/they executed the same in his/her/their  
 authorized capacity(ies), and that by his/her/their signature(s) on the instrument  
 the person(s) or the entity upon behalf of which the person(s) acted, executed  
 the instrument.

WITNESS my hand and official seal.

Grace M. Kato  
 Signature of Notary Public



(SEAL)

## OPTIONAL

*Though law does not require the information below, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Description of Attached Document

Title or Type of Document: Title Settlement Agreement - Richmond

Document Date: Signed 11-23-04

Number of Pages:

484748

CITY OF RICHMOND, A MUNICIPAL  
CORPORATION, AS TRUSTEE  
PRUSUANT TO CHAPTER 317,  
STATUTES OF 1913, AS AMENDED

Dated: 11-22-04<sup>21st</sup>

By: Anna L. Anderson

Title: Mayor

THE RICHMOND REDEVELOPMENT  
AGENCY, A PUBLIC BODY  
CORPORATE AND POLITIC

Dated: 11/22/04

By: John Allen

Title: Executive Director

Approved as to form:

By: J. Wesley Snow  
J. Wesley Snow  
Latham & Watkins

ATTEST:

By: Msula DeLoe  
CITY CLERK (ACTING)

## NOTARY FORM

(Attached to Agreement for the Settlement of a Title Dispute in the City of Richmond, County of Contra Costa, Among the City of Richmond, a Municipal Corporation of the State of California, as a Municipal Corporation and as a Trustee, the Richmond Redevelopment Agency, a Public Body Corporate and Politic, and the State of California, Acting by and through the State Lands Commission)

STATE OF CALIFORNIA )

) ss.

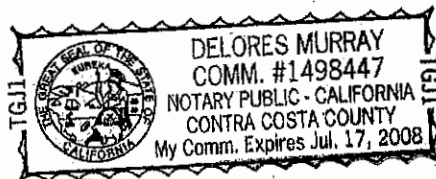
County of Contra Costa )

On November 22, 2004, before me, DELORES MURRAY, Notary Public, personally appeared Irma L. Anderson

Irma L. Anderson personally known to me ~~(or proved to me on the basis of satisfactory evidence)~~ to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Delores Murray  
DELORES MURRAY  
Notary Public



(Affix seal here)

## NOTARY FORM

(Attached to Agreement for the Settlement of a Title Dispute in the City of  
 Richmond, County of Contra Costa, Among the City of Richmond, a Municipal  
 Corporation of the State of California, as a Municipal Corporation and as a  
 Trustee, the Richmond Redevelopment Agency, a Public Body Corporate and  
 Politic, and the State of California, Acting by and through the State Lands  
 Commission)

STATE OF CALIFORNIA )

) ss.

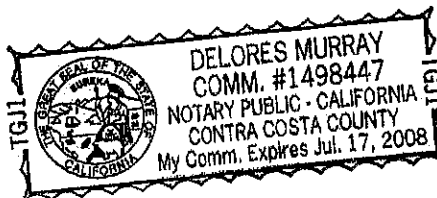
County of Contra Costa )

On November 22, 2004, before me, DELORES MURRAY, Notary Public, personally  
 appeared Irma L. Anderson

Irma L. Anderson personally known to me ~~(or proved to me on the~~  
~~basis of satisfactory evidence)~~ to be the person(s) whose name(s) is/are subscribed to the  
 within instrument and acknowledged to me that he/she/they executed the same in  
 his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the  
 instrument the person(s), or the entity upon behalf of which the person(s) acted, executed  
 the instrument.

Witness my hand and official seal.

DeLore Murray  
 DELORES MURRAY  
 Notary Public



(Affix seal here)

**NOTARY FORM**

(Attached to Agreement for the Settlement of a Title Dispute in the City of Richmond, County of Contra Costa, Among the City of Richmond, a Municipal Corporation of the State of California, as a Municipal Corporation and as a Trustee, the Richmond Redevelopment Agency, a Public Body Corporate and Politic, and the State of California, Acting by and through the State Lands Commission)

STATE OF CALIFORNIA )

) ss.

County of Contra Costa )

On November 22, 2004, before me, DELORES MURRAY, Notary Public, personally appeared Steve Aaron

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

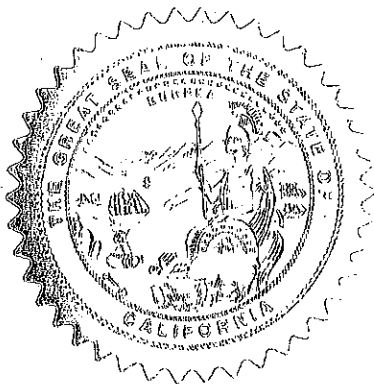
Delores Murray  
DELORES MURRAY  
Notary Public



(Affix seal here)



IN APPROVAL WHEREOF, I, ARNOLD SCHWARZENEGGER, Governor of the State of California, have set my hand and caused the seal of the State of California to be hereunto affixed pursuant to Section 6107 of the Public Resources Code of the State of California. Given under my hand at the City of Sacramento this 14<sup>th</sup> day of December of the year two thousand and four.



A handwritten signature of Arnold Schwarzenegger in black ink, written over a horizontal line.

ARNOLD SCHWARZENEGGER

Governor

Attest:

A handwritten signature of Kevin Shelley in black ink, written over a horizontal line.

KEVIN SHELLEY

Secretary of State



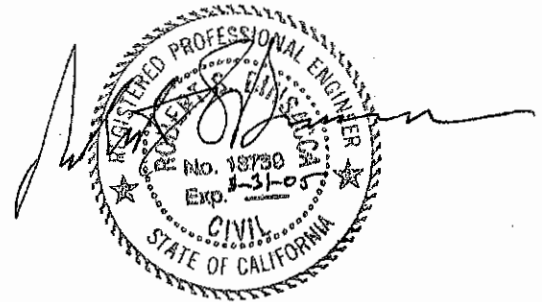
PARCEL F5

## LEGAL DESCRIPTION

A parcel of land situate in the City of Richmond, County of Contra Costa, State of California, described as follows:

Beginning at the southwestern corner of Parcel G as shown on Parcel Map MS 753-98, recorded December 9, 1998, in Book 176 of Parcel Maps, Page 11, in the Office of the Recorder of Contra Costa County; thence S.88°51'44"E., a distance of 485.01 feet; thence S.01°08'16"W., a distance of 27.84 feet; thence N.88°52'00"W., a distance of 485.01 feet; thence N.01°08'16"E., a distance of 27.88 feet to the POINT OF BEGINNING.

Containing 13,511.80 square feet or 0.3102 acres, more or less.



Reference:  
Ford Building Parcels – Uplands (Public Access)  
A-N West, Inc.  
RSB – 11-18-04  
5740-04

PARCEL F4

## LEGAL DESCRIPTION

A parcel of land situate in the City of Richmond, County of Contra Costa, State of California, described as follows:

Commencing at the southwestern corner of Parcel G as shown on Parcel Map MS 753-98, recorded December 9, 1998, in Book 176 of Parcel Maps, Page 11, in the Office of the Recorder of Contra Costa County; thence S.88°51'44"E., a distance of 485.01 feet; thence S.01°08'16"W., a distance of 27.84 feet to the POINT OF BEGINNING; thence continue southerly along said line S01°08'16"W, a distance of 129.00 feet; thence N.88°52'00"W., a distance of 660.07 feet; thence N.01°08'16"E., a distance of 4.00 feet; thence S.88°52'00"E., a distance of 81.67 feet; thence N.01°08'16"E., a distance of 125.00 feet; thence S.88°52'00"E., a distance of 578.40 feet to the POINT OF BEGINNING.

Containing 74,940.28 square feet or 1.7204 acres, more or less.



Reference:  
Ford Building Parcels – Submerged Land (BTLC)  
A-N West, Inc.  
RSB – 11-18-04  
5740-04

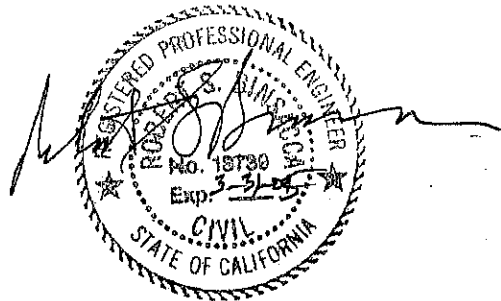
PARCEL F3

## LEGAL DESCRIPTION

A parcel of land situate in the City of Richmond, County of Contra Costa, State of California, described as follows:

Commencing at the southwestern corner of Parcel G as shown on Parcel Map MS 753-98, recorded December 9, 1998, in Book 176 of Parcel Maps, Page 11, in the Office of the Recorder of Contra Costa County; thence S.01°08'16"W., a distance of 27.88 feet; thence N.88°52'00"W., a distance of 93.39 feet; thence S.01°08'16"W., a distance of 125.00 feet; thence N.88°52'00"W., a distance of 81.67 feet to the POINT OF BEGINNING; thence S.01°08'16"W., a distance of 4.00 feet; thence N.88°52'00"W., a distance of 465.24 feet to a point on the eastern line of Parcel "A" as shown on Parcel Map MS 755-84, recorded August 21, 1984, in Book 111 of Parcel Maps, Page 26, in said Recorder's Office; thence along said eastern line N.04°19'49"W., a distance of 129.59 feet; thence S.88°52'00"E., a distance of 59.26 feet; thence S.01°08'16"W., a distance of 125.00 feet; thence S.88°52'00"E., a distance of 418.33 feet to the POINT OF BEGINNING.

Containing 8,521.95 square feet or 0.1956 acres, more or less.



Reference:  
Ford Building Parcels – Submerged Land (TLS8)  
A-N West, Inc.  
RSB – 3-26-03  
5740-04  
Rev 11-18-04

## Exhibit 1, Page 5 of 8

## PARCEL E4

## LEGAL DESCRIPTION

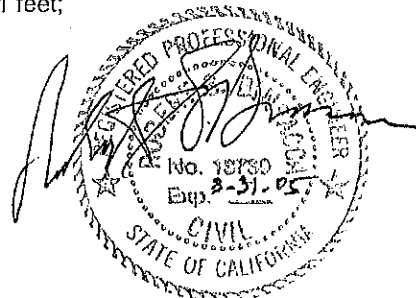
A Parcel of land situate in the City of Richmond, County of Contra Costa, State of California, described as follows:

Commencing at a point at the Northwestern corner of Parcel C as shown on map of Subdivision 6838, recorded August 31, 1987, in Book 316 of maps, Page 12

thence N.88°51'45"W., a distance of 38.82 feet to the POINT OF BEGINNING; thence N.01°08'16"E., a distance of 36.14 feet; thence N.43°51'44"W., a distance of 74.00 feet; thence N.88°51'44"W., a distance of 77.50 feet; thence S.46°08'16"W., a distance of 131.00 feet; thence N.88°51'44"W., a distance of 31.00 feet; thence N.43°51'44"W., a distance of 21.21 feet; thence N.88°51'44"W., a distance of 97.00 feet; thence S.46°08'16"W., a distance of 9.90 feet; thence N.88°51'44"W., a distance of 344.43 feet; thence S.01°08'16"W., a distance of 10.33 feet; thence S.46°05'14"W., a distance of 8.01 feet; thence N.88°51'44"W., a distance of 34.67 feet; thence N.01°08'16"E., a distance of 16.00 feet; thence N.88°51'44"W., a distance of 299.14 feet; thence N.43°51'44"W., a distance of 44.00 feet; thence N.01°08'16"E., a distance of 137.25 feet; thence N.43°51'44"W., a distance of 35.35 feet; thence N.01°08'16"E., a distance of 30.00 feet; thence N.46°08'16"E., a distance of 35.35 feet; thence N.01°08'16"E., a distance of 34.26 feet; thence N.43°51'44"W., a distance of 55.49 feet; thence N.88°51'44"W., a distance of 106.27 feet; thence S.46°08'16"W., a distance of 40.81 feet; thence N.88°51'44"W., a distance of 15.00 feet; thence S.46°08'16"W., a distance of 92.28 feet; thence S.43°51'44"E., a distance of 5.00 feet; thence S.01°08'16"W., a distance of 41.21 feet; thence N.88°51'44"W., a distance of 252.26 feet; thence S.46°08'16"W., a distance of 65.46 feet; thence S.01°08'16"W., a distance of 31.75 feet; thence N.88°51'44"W., a distance of 92.00 feet; thence N.01°08'16"E., a distance of 12.75 feet; thence N.88°51'44"W., a distance of 86.00 feet; thence S.01°08'16"W., a distance of 36.67 feet; thence S.46°08'16"W., a distance of 33.94 feet; thence S.01°08'16"W., a distance of 75.57 feet; thence S.88°51'44"E., a distance of 20.00 feet; thence S.01°07'58"W., a distance of 34.17 feet; thence N.88°51'44"W., a distance of 20.00 feet; thence S.01°08'16"W., a distance of 125.80 feet; thence N.88°51'44"W., a distance of 140.00 feet; thence N.01°08'16"E., a distance of 140.00 feet; thence N.43°51'44"W., a distance of 61.00 feet; thence N.88°51'44"W., a distance of 148.85 feet; thence S.46°08'16"W., a distance of 34.67 feet; thence N.43°51'44"W., a distance of 57.12 feet; thence S.46°08'16"W., a distance of 73.00 feet; thence S.43°51'44"E., a distance of 57.12 feet; thence S.46°08'16"W., a distance of 24.67 feet; thence S.01°08'16"W., a distance of 115.11 feet; thence N.88°51'44"W., a distance of 12.00 feet; thence N.01°08'16"E., a distance of 120.08 feet; thence N.46°08'16"E., a distance of 17.64 feet; thence N.43°51'44"W., a distance of 57.12 feet; thence N.46°08'16"E., a distance of 97.00 feet; thence S.43°51'44"E., a distance of 57.12 feet; thence N.46°08'16"E., a distance of 27.64 feet; thence S.88°51'44"E., a distance of 158.79 feet; thence S.43°51'44"E., a distance of 70.94 feet; thence S.01°08'16"W., a distance of 132.97 feet; thence S.88°51'44"E., a distance of 116.00 feet; thence N.01°08'16"E., a distance of 125.83 feet; thence S.88°51'44"E., a distance of 20.00 feet; thence N.01°08'16"E., a distance of 10.17 feet; thence N.88°51'44"W., a distance of 20.00 feet; thence N.01°08'16"E., a distance of 92.51 feet; thence N.46°08'16"E., a distance of 33.94 feet; thence N.01°08'16"E., a distance of 43.70 feet; thence S.88°51'44"E., a distance of 110.00 feet; thence S.01°08'16"W., a distance of 12.75 feet; thence S.88°51'44"E., a distance of 68.00 feet; thence N.01°08'16"E., a distance of 24.72 feet; thence N.46°08'16"E., a distance of 75.40 feet; thence S.88°51'44"E., a distance of 245.23 feet; thence N.01°08'16"E., a distance of 24.24 feet; thence N.43°51'44"W., a distance of 12.03 feet; thence N.46°08'16"E., a distance of 109.25 feet; thence S.88°51'44"E., a distance of 15.00 feet; thence N.46°08'16"E., a distance of 40.30 feet; thence S.88°51'44"E., a distance of 116.94 feet; thence S.43°51'44"E., a distance of 64.92 feet; thence S.01°08'16"W., a distance of 44.20 feet; thence S.46°08'16"W., a distance of 35.35 feet; thence S.01°08'16"W., a distance of 20.06 feet; thence S.43°51'44"E., a distance of 35.35 feet; thence S.01°08'16"W., a distance of 137.25 feet; thence S.43°51'44"E., a distance of 34.06 feet; thence S.88°51'44"E., a distance of 673.96 feet; thence N.46°08'16"E., a distance of 9.90 feet; thence S.88°51'44"E., a distance of 106.94 feet; thence S.43°51'44"E., a distance of 21.21 feet; thence S.88°51'44"E., a distance of 21.06 feet; thence N.46°08'16"E., a distance of 131.00 feet; thence S.88°51'44"E., a distance of 87.44 feet; thence S.43°51'44"E., a distance of 83.94 feet; thence S.01°08'16"W., a distance of 41.11 feet; thence N.88°51'44"W., a distance of 12.00 feet to the POINT OF BEGINNING.

Containing 43,638.92 square feet or 1.0018 acres, more or less.

Reference: Exchange Parcel-State Lands, 12-foot strip along Marina Bay Northshore  
A-N West, Inc.  
RSB-3-20-03, Job #5740-04



484748

PARCEL E1

LEGAL DESCRIPTIONS

A parcel of land situate in the City of Richmond, County of Contra Costa, State of California, described as follows:

All of Parcel G as shown on Parcel Map MS 753-98, recorded December 29, 1998, in Book 176 of Parcel Maps, Page 11, in the Office of the Recorder of Contra Costa County.

Containing 0.2606 acres, more or less.

PARCEL E2

A parcel of land situate in the City of Richmond, County of Contra Costa, State of California, described as follows:

All of Parcel F as shown on Parcel Map MS 753-98, recorded December 29, 1998, in Book 176 of Parcel Maps, Page 11, in the Office of the Recorder of Contra Costa County.

Containing 2.0393 acres, more or less.

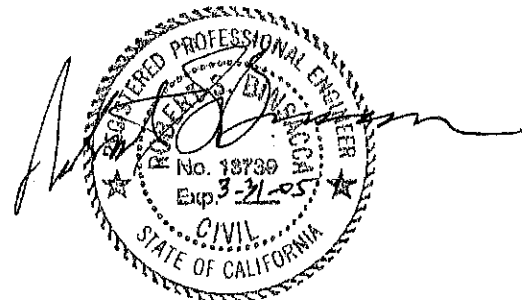
PARCEL E3

A parcel of land situate in the City of Richmond, County of Contra Costa, State of California, described as follows:

All of Parcel E as shown on Parcel Map MS 753-98, recorded December 29, 1998, in Book 176 of Parcel Maps, Page 11, in the Office of the Recorder of Contra Costa County.

Containing 0.5479 acres, more or less.

Reference:  
Ford Building Parcels  
A-N West, Inc.  
RSB - 11-18-04  
5740-04



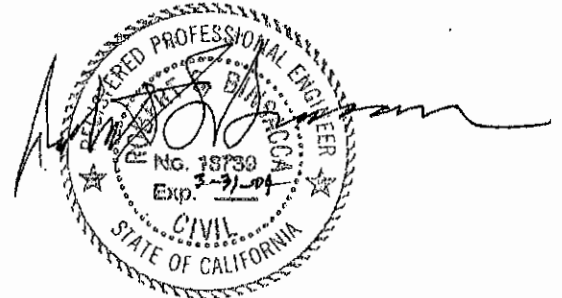
PARCEL D2  
LEGAL DESCRIPTION

A parcel of land situate in the City of Richmond, County of Contra Costa, State of California, described as follows:

Commencing at the southeast corner of Parcel F as shown on Parcel Map MS 753-98, recorded December 29, 1998, in Book 176 of Parcel Maps, Page 11, in the Office of the Recorder of Contra Costa County; thence along the southern line of said Parcel F North  $88^{\circ}51'44''$  West, a distance of 244.99 feet; thence leaving said southern line South  $01^{\circ}08'16''$  West, a distance of 156.84 feet to the Point of Beginning, also being a point on the U.S. Bulkhead Line; thence continuing South  $01^{\circ}08'16''$  West and leaving said Bulkhead Line, a distance of 300.00 feet; thence North  $88^{\circ}52'00''$  West, a distance of 1,570.34 feet; thence North  $04^{\circ}19'34''$  West, a distance of 301.37 feet to a point on said Bulkhead Line; thence along said Bulkhead Line South  $88^{\circ}52'00''$  East, a distance of 1,599.03 feet to the Point of Beginning.

Containing 10.9139 acres, more or less.

APN 560-27-5



Reference:  
Exchange Parcel  
State Lands  
A-N West, Inc.  
RSB - 2-27-03  
5740-04  
Revised 3-20-2003  
Revised 11-18-04



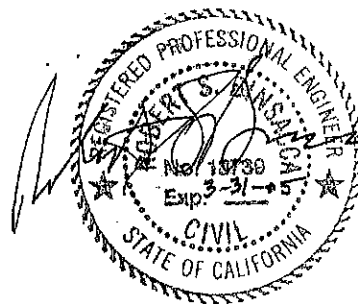
**PARCEL D1**  
**LEGAL DESCRIPTION**

A parcel of land situate in the City of Richmond, County of Contra Costa, State of California, described as follows:

Commencing at the southeast corner of Parcel F as shown on Parcel Map MS 753-98, recorded December 29, 1998, in Book 176 of Parcel Maps, Page 11, in the Office of the Recorder of Contra Costa County; thence along the southern line of said Parcel F North 88°51'44" West, a distance of 244.99 feet; thence leaving said southern line South 01°08'16" West, a distance of 456.84 feet to the Point of Beginning; thence continuing southerly along said line South 01°08'16" West, a distance of 300.00 feet to a point on the U.S. Pierhead Line; thence along said Pierhead Line North 88°52'00" East, a distance of 1,541.64 feet; thence leaving said Pierhead Line North 04°19'34" West, a distance of 301.37 feet; thence South 88°52'00" East, a distance of 1,570.34 feet to the Point of Beginning.

Containing 10.7163 acres, more or less.

APN 560-27-24



Reference:  
Exchange Parcel  
State Lands  
A-N West, Inc.  
RSB - 2-27-03  
5740-04  
Revised 3-20-03  
Revised 11-18-04

484748

LEGAL DESCRIPTION

PARCEL - B

A parcel of land situated in the County of Contra Costa, City of Richmond, State of California described as follows:

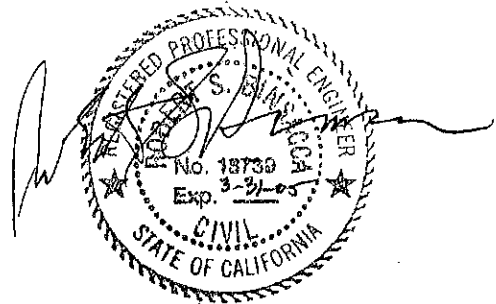
Parcel "A" as shown on the Parcel Map filed August 21, 1984, in Book 111 of Parcel Maps, Page 26, Contra Costa County Records.

Reference: Parcel B

A-N West, Inc.

11-03-04

5740-04



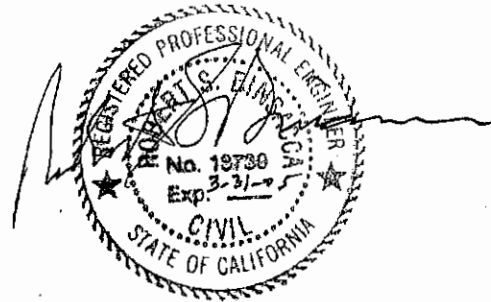
PARCEL F2

## LEGAL DESCRIPTION

A parcel of land situate in the City of Richmond, County of Contra Costa, State of California, described as follows:

Commencing at the southwestern corner of Parcel G as shown on Parcel Map MS 753-98, recorded December 9, 1998, in Book 176 of Parcel Maps, Page 11, in the Office of the Recorder of Contra Costa County; thence S.01°08'16"W., a distance of 27.88 feet; thence N.88°52'00"W., a distance of 93.39 feet; thence N.01°08'16"E., a distance of 18.00 feet to the POINT OF BEGINNING; thence S.01°08'16"W., a distance of 143.00 feet; thence N.88°52'00"W., a distance of 500.00 feet; thence N.01°08'16"E., a distance of 143.00 feet; thence S.88°52'00"E., a distance of 500.00 feet to the POINT OF BEGINNING.

Containing 71,500.00 square feet or 1.6414 acres, more or less.



Reference:  
Ford Building Parcels - Craneway  
A-N West, Inc.  
RSB -11-18-04  
5740-04

PARCEL F1

## LEGAL DESCRIPTION

A parcel of land situate in the City of Richmond, County of Contra Costa, State of California, described as follows:

Commencing at the southwestern corner of Parcel G as shown on Parcel Map MS 753-98, recorded December 9, 1998, in Book 176 of Parcel Maps, Page 11, in the Office of the Recorder of Contra Costa County; thence S.01°08'16"W., a distance of 27.88 feet to the POINT OF BEGINNING; thence N.88°52'00"W., a distance of 93.39 feet; thence N.01°08'16"E., a distance of 18.00 feet; thence N.88°52'00"W., a distance of 500.00 feet; thence S.01°08'16"W., a distance of 18.00 feet; thence N.88°52'00"W., a distance of 59.26 feet to a point on the eastern line of Parcel "A" as shown on Parcel Map MS 755-84, Recorded August 21, 1984, in Book 111 of Parcel Maps, Page 26, in said Recorder's Office; thence along said eastern line N.04°19'49"W., a distance of 416.32 feet to the southern line of Harbour Way South as shown on said last mentioned Parcel Map; thence along said southern line S.88°52'15"E., a distance of 100.46 feet to the eastern line of said Harbour Way South; thence along said eastern line of the western line of Parcel H as shown on said Parcel Map (176 PM11); thence N.04°19'49"W., a distance of 1,132.94 feet to the northern line of said Parcel H; thence along said northern line S.88°53'41"E., a distance of 699.81 feet to the eastern line of said Parcel H and western lines of Parcel Map MS 758-89, recorded October 3, 1989, in Book 142 of Parcel Maps at Page 36, and said Parcel Map (176 PM11); thence along the eastern line of said Parcel H and the western lines of said Parcel Map (142 PM36) and said Parcel Map (176 PM11) S.01°08'16"W., a distance of 1,542.58 feet to the POINT OF BEGINNING.

Containing 998,180.74 square feet or 22.9151 acres, more or less.

Reference:  
Ford Building Parcels - Uplands  
A-N West, Inc.  
RSB - 11-18-04  
5740-04



PARCEL C

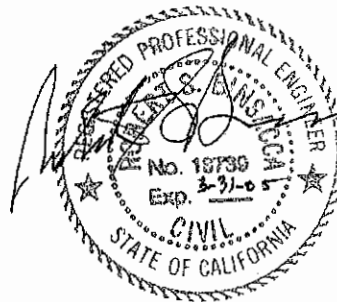
Legal Description

A parcel of land situate in the City of Richmond, County of Contra Costa, State of California, described as follows:

Being a portion of Lots 19 and 30, Section 24, Township 1 North, Range 5 West, Mt. Diablo Base and Meridian as shown on the map entitled "Map No. 1 of Salt Marsh and Tidelands" filed June 11, 1917, Rack Map No. 9, in the Office of the Recorder of Contra Costa County, California, further described as follows:

All that portion of Harbour Way South, being 100 feet wide, from the westerly extension of southern line of Hall Avenue to its southern terminus.

Containing 2.60 acres, more or less.



SHORELINE PUBLIC ACCESS EASEMENT AREA I  
LEGAL DESCRIPTION

A parcel of land situated in the County of Contra Costa, City of Richmond, State of California described as follows:

A portion of State Tide Land Lot 2 in Section 25, Township 1 North, Range 5 West, Mount Diablo Base and Meridian, Contra Costa County Records, described as follows:

Commencing at the southwestern corner of Parcel G as shown on Parcel Map MS 753-98, recorded December 29, 1998, in Book 176 of Parcel Maps, Page 11, in the Office of the Recorder of Contra Costa County; thence along the western line of said Parcel G, North 01°08'16" East a distance of 3.00 feet the point of Beginning;

thence South 84°50'21"West, a distance of 94.08 feet;  
thence South 01°08'16"West, a distance of 2.56 feet;  
thence North 88°52'00"West, a distance of 15.00 feet;  
thence North 01°08'16"East, a distance of 16.00 feet;  
thence North 84°50'21"East, a distance of 66.79 feet;  
thence North 01°08'16"East, a distance of 5.06 feet;  
thence South 88°51'44"East, a distance of 42.00 feet;  
thence South 01°08'16"West, a distance of 15.50 feet to the POINT OF BEGINNING.

Containing an area of 1778 square feet or 0.04 Acres, more or less

Reference: Shoreline Public Access Easement Area I  
Between Parcel F2 (Wharf) and Parcel G (MS 753-98)  
Also known as Parcel E-1

A-N West, Inc.

11-18-04

5740-04



SHORELINE PUBLIC ACCESS EASEMENT AREA IILEGAL DESCRIPTION

A parcel of land situated in the County of Contra Costa, City of Richmond, State of California described as follows:

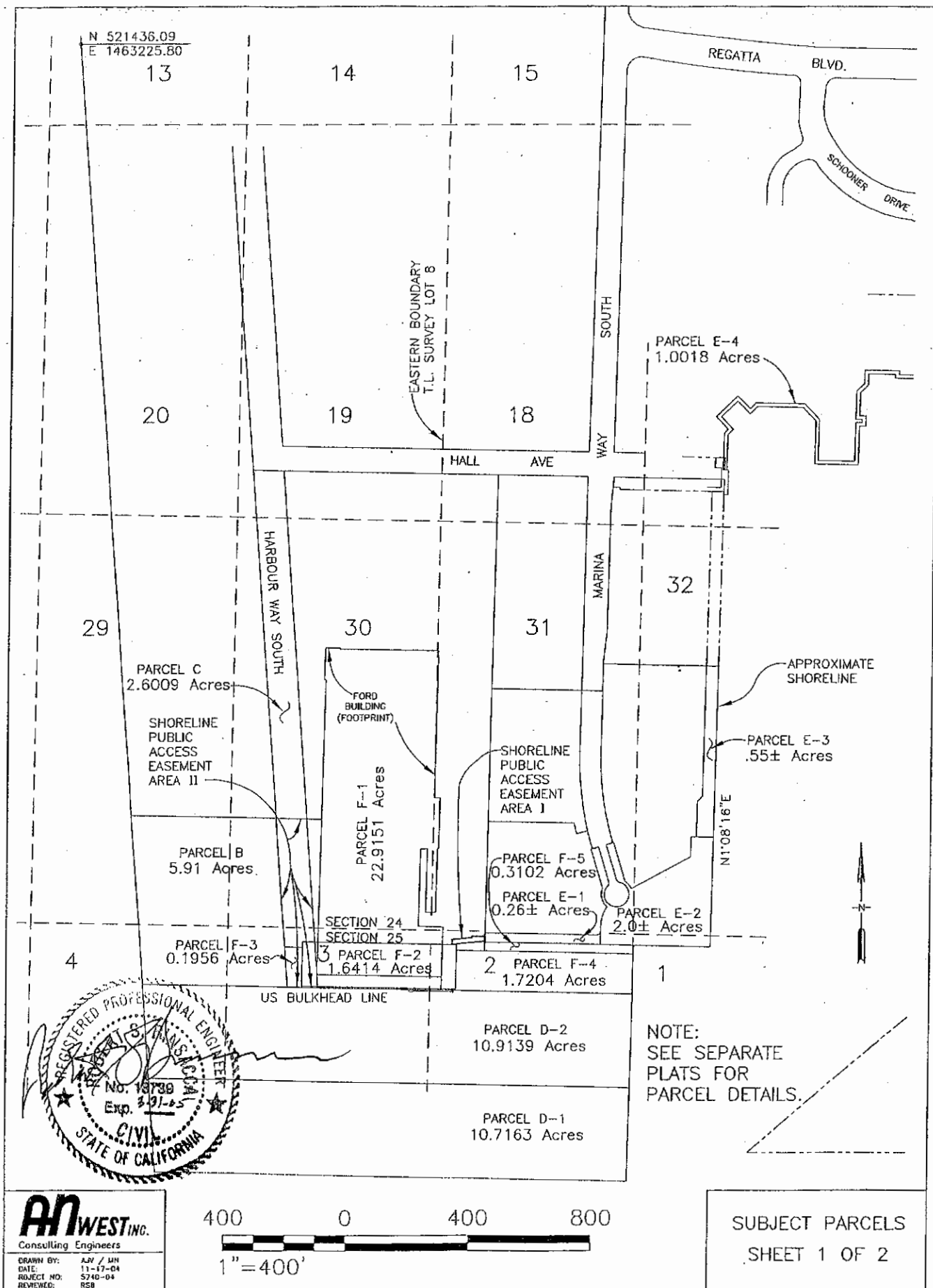
Being a portion of Lot 30, Section, 24, and Lot 3, in Section 25, Township 1 North, Range 5 West, Mount Diablo Base and Meridian of as shown on the map entitled, "Map No. 1 of Salt Marsh and Tidelands " filed June 11, 1917, Rack Map No. 9, in the Office of the Recorder of Contra Costa County, California, and being a portion of the Deed from Regents of the University of California, a public California corporation, to the Richmond Redevelopment Agency, recorded March 29, 1979, in Book 9283 on Page 983, further described as follows.

A strip of land 100 feet in width lying easterly and adjacent to the eastern line of Parcel "A" as shown on Parcel Map MS 759-84 filed August 21, 1984, in Book 111 of Parcel Maps, Page 26, Contra Costa County Records, the northern line of said strip is the southern line of Harbour Way South and the southern line of said strip is the United States Bulkhead line

Containing an area of 1.253 acres, more or less

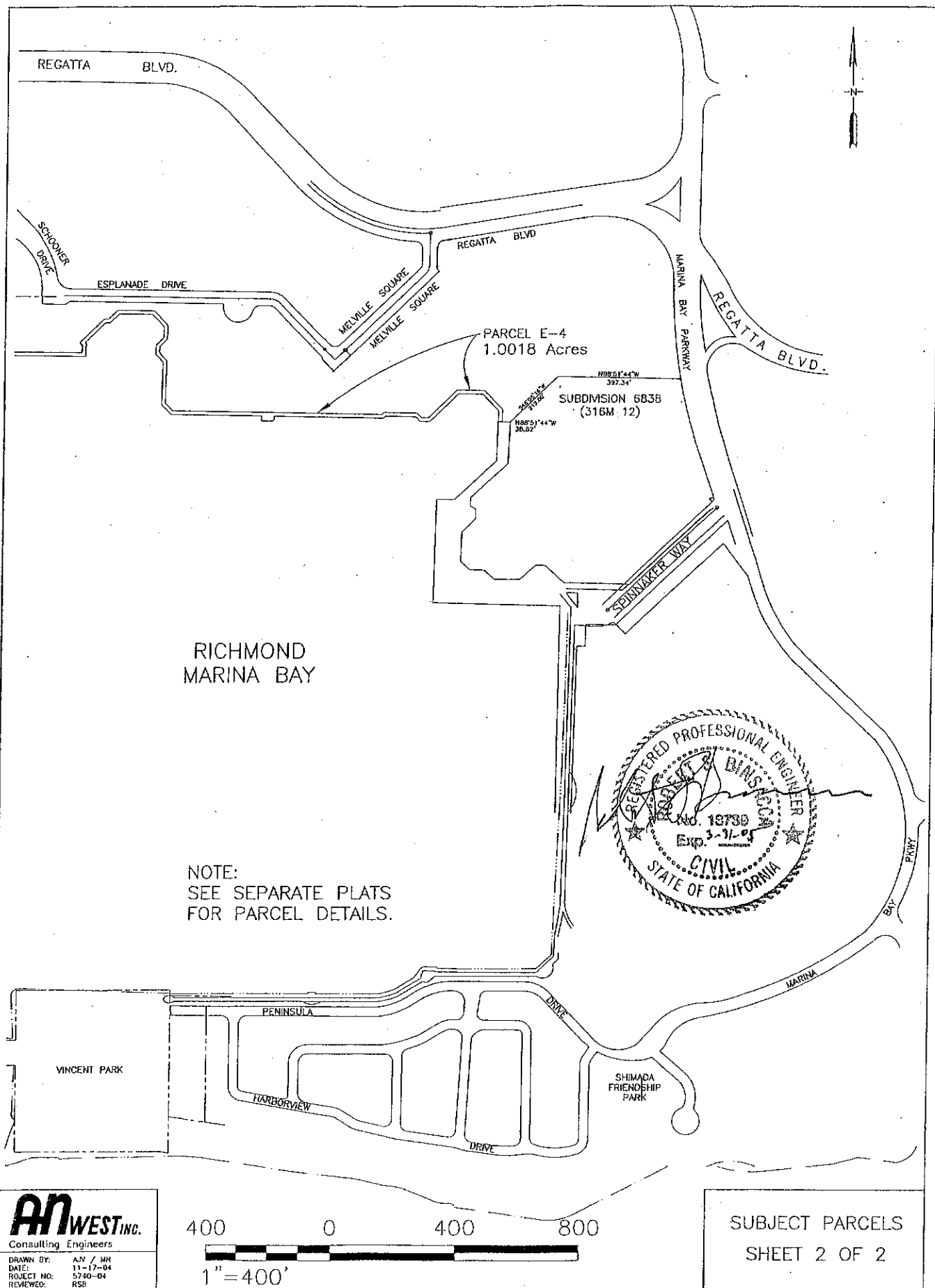


Reference: Shoreline Public Access Easement Area II  
A-N WEST.INC  
11-09-04  
5740-04  
Revised 11-29-04



FILED: 11/17/04 8:30  
RECORDED: 11/17/04 8:30  
PROJECT NO: 5740-04





FILENAME: 5740-04\vincent-a\proj\dwg\574004C3SLC2.dwg MODIFIED: 11/17/04 8:45

**ANWEST INC.**  
Consulting Engineers

DRAWN BY: AJN / MN  
DATE: 11-17-04  
PROJECT NO: 5740-04  
REVIEWED: RSB

SUBJECT PARCELS  
SHEET 2 OF 2

**FORM OF QUITCLAIM DEED FROM CITY OF RICHMOND/TRUSTEE FOR FORD  
MOTOR PLANT PARCEL**

Recording Requested by and  
When Recorded Mail to:

STATE LANDS COMMISSION  
State of California  
100 Howe Avenue, #100S  
Sacramento, CA 95825  
Attn: Blake D. Stevenson, Esq.

(State of California Official Business  
Document Entitled to Free Recordation  
Pursuant to Government Code Section 6103)

**QUITCLAIM DEED**

**(Conveying Ford Motor Plant Parcel to the State of California)**

WHEREAS, the STATE OF CALIFORNIA, acting by and through the STATE LANDS COMMISSION ("State" or "Commission"), the Richmond Redevelopment Agency, a public body corporate and politic (the "Redevelopment Agency"), and the CITY OF RICHMOND, a municipal corporation of the State of California, in its capacity as a trustee pursuant to Chapter 317, Statutes of 1913, as amended (the "City of Richmond/Trustee"), and in its capacity as a municipal corporation (the "City of Richmond/Municipal Corporation"), have entered into that certain "Agreement for the Settlement of a Title Dispute in the City of Richmond, County of Contra Costa, Among the City of Richmond, a Municipal Corporation and as a Trustee, the Richmond Redevelopment Agency, a Public Body Corporate and Politic, and the State of California, Acting by and through the State Lands Commission" (the "Settlement Agreement"), dated as of \_\_\_\_\_, 2004, and recorded as Document Number \_\_\_\_\_, Official Records of Contra Costa County; and

WHEREAS, on October 20, 2003, pursuant to the authority set forth in Section 3, Chapter 527, Statutes of 2000, the Commission approved the Settlement Agreement and authorized the acceptance of this Quitclaim Deed on the terms and conditions set forth in the Settlement Agreement; and

WHEREAS, the Settlement Agreement sets forth certain approvals of and conveyances of lands and interests therein by the State of California, acting by and through the State Lands Commission, releasing such lands from the public trust for the purposes of commerce, navigation and fisheries in exchange for placing the public trust on certain other lands; and

WHEREAS, in furtherance of the Settlement Agreement, the City of Richmond/Trustee has agreed to convey to the State of California all of City of Richmond/Trustee's right, title and interest existing by virtue of Chapter 317, Statutes of 1913, as amended (the "Richmond Grant")

in the land described below so that the State may reconvey such lands to the Redevelopment Agency free of the public trust as part of an overall land exchange in which the State also will receive public trust property;

NOW, THEREFORE, for and in consideration of the foregoing and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City of Richmond/Trustee hereby releases, remises and quitclaims to the State any and all right, title and interest held by virtue of the Richmond Grant in and to the real property located in the City of Richmond, State of California, described in Exhibit A attached hereto and depicted in Exhibit B attached hereto, each made a part hereof, to be held by the State for reconveyance to the Redevelopment Agency free of the legal character of tide and submerged lands in accordance with the terms of the Settlement Agreement.

[Signatures on next page.]

484748

Executed this \_\_\_\_ day of \_\_\_\_\_, 2004

CITY OF RICHMOND, a municipal corporation of  
the State of California, as a trustee pursuant to  
Chapter 317, Statutes of 1913, as amended

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

REVIEWED BY:

City Attorney's Office

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

**FORM OF PATENT FROM STATE FOR FORD MOTOR PLANT PARCEL**

Recording Requested by and  
When Recorded Mail to:

RICHMOND REDEVELOPMENT AGENCY  
City of Richmond  
City Attorney's Office  
City Hall  
1401 Marina Way South  
Richmond, CA 94804  
Attn: Rachel Dragolovich, Asst. City Attorney

(State of California Official Business  
Document Entitled to Free Recordation  
Pursuant to Government Code Section 6103)

**PATENT**

**(Conveying Ford Motor Plant Parcel to Richmond  
Redevelopment Agency Free of the Public Trust)**

WHEREAS, the STATE OF CALIFORNIA, acting by and through the STATE LANDS COMMISSION ("State" or "Commission"), the Richmond Redevelopment Agency, a public body corporate and politic (the "Redevelopment Agency"), and the CITY OF RICHMOND, a municipal corporation of the State of California, in its capacity as a trustee pursuant to Chapter 317, Statutes of 1913, as amended (the "City of Richmond/Trustee"), and in its capacity as a municipal corporation (the "City of Richmond/Municipal Corporation"), have entered into that certain "Agreement for the Settlement of a Title Dispute in the City of Richmond, County of Contra Costa, Among the City of Richmond, a Municipal Corporation and as a Trustee, the Richmond Redevelopment Agency, a Public Body Corporate and Politic, and the State of California, Acting by and through the State Lands Commission" (the "Settlement Agreement"), dated as of \_\_\_\_\_, 2004, and recorded as Document Number \_\_\_\_\_, Official Records of Contra Costa County; and

WHEREAS, on October 20, 2003, pursuant to the authority set forth in Section 3, Chapter 527, Statutes of 2000, the Commission approved the Settlement Agreement and authorized the delivery of this Patent on the terms and conditions set forth in the Settlement Agreement; and

WHEREAS, the Settlement Agreement sets forth certain approvals of and conveyances of lands and interests therein by the State of California, acting by and through the State Lands Commission, releasing such lands from the public trust for the purposes of commerce, navigation and fisheries in exchange for placing the public trust on certain other lands; and

WHEREAS, pursuant to the Settlement Agreement, the City of Richmond/Municipal Corporation and the Redevelopment Agency have conveyed certain lands and interests therein to the State as public trust lands, so that the State may release the Ford Motor Plant Parcel from the public trust for the purposes of commerce, navigation and fisheries, and the statutory trust created by that certain Act of the Legislature set forth as Chapter 317, Statutes of 1913, as amended (the "Richmond Grant");

NOW, THEREFORE, for and in consideration of the foregoing and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the State, consistent with established acts and policies, hereby conveys, releases, remises and quitclaims to the Redevelopment Agency, its successors and assigns, all of its right, title and interest held by the State in and to that property described in Exhibit A attached hereto and depicted in Exhibit B attached hereto, each made a part hereof (the "Property"), and specifically releasing, without limiting the generality of the foregoing, (i) any interest in the public trust for the purposes of commerce, navigation and fisheries; and (ii) any interest created by the Richmond Grant.

IN TESTAMENT WHEREOF, I  
ARNOLD SCHWARZENEGGER,

Governor of the State of California, have caused  
these Letters to be made Patent, and the Seal of the  
State of California to be hereunto affixed. Given  
under my hand at this City of Sacramento this, the  
\_\_\_\_\_ day of \_\_\_\_\_ in the year 2004.

\_\_\_\_\_  
ARNOLD SCHWARZENEGGER  
Governor of State

Attest: \_\_\_\_\_

KEVIN SHELLEY  
Secretary of State

Countersigned: \_\_\_\_\_

Paul D. Thayer  
Executive Officer  
State Lands Commission

**FORM OF QUITCLAIM DEED FROM CITY OF RICHMOND/TRUSTEE FOR  
PUBLIC TRUST PARCELS**

Recording Requested by and  
When Recorded Mail to:

STATE LANDS COMMISSION  
State of California  
100 Howe Avenue, #100S  
Sacramento, CA 95825  
Attn: Blake D. Stevenson, Esq.

(State of California Official Business  
Document Entitled to Free Recordation  
Pursuant to Government Code Section 6103)

**QUITCLAIM DEED**

**(Conveying the Public Trust Parcels to the State of California)**

WHEREAS, the STATE OF CALIFORNIA, acting by and through the STATE LANDS COMMISSION ("State" or "Commission"), the Richmond Redevelopment Agency, a public body corporate and politic (the "Redevelopment Agency"), and the CITY OF RICHMOND, a municipal corporation of the State of California, in its capacity as a trustee pursuant to Chapter 317, Statutes of 1913, as amended (the "City of Richmond/Trustee"), and in its capacity as a municipal corporation (the "City of Richmond/Municipal Corporation"), have entered into that certain "Agreement for the Settlement of a Title Dispute in the City of Richmond, County of Contra Costa, Among the City of Richmond, a Municipal Corporation and as a Trustee, the Richmond Redevelopment Agency, a Public Body Corporate and Politic, and the State of California, Acting by and through the State Lands Commission" (the "Settlement Agreement"), dated as of \_\_\_\_\_, 2004, and recorded as Document Number \_\_\_\_\_, Official Records of Contra Costa County; and

WHEREAS, on October 20, 2003, pursuant to the authority set forth in Section 3, Chapter 527, Statutes of 2000, the Commission approved the Settlement Agreement and authorized the acceptance of this Quitclaim Deed on the terms and conditions set forth in the Settlement Agreement; and

WHEREAS, the Settlement Agreement sets forth certain approvals of and conveyances of lands and interests therein by the State of California, acting by and through the State Lands Commission, releasing such lands from the public trust for the purposes of commerce, navigation and fisheries in exchange for placing the public trust on certain other lands; and

WHEREAS, in furtherance of the Settlement Agreement, the City of Richmond/Trustee has agreed to convey to the State of California all of City of Richmond/Trustee's right, title and interest existing by virtue of Chapter 317, Statues of 1913, as amended (the "Richmond Grant")

in the land described below so that the State may reconvey such lands to the City of Richmond/Trustee in trust, for the specific and limited purposes of effectuating the public trust purposes provided for in the Richmond Grant, and subject to the public trust for commerce, navigation and fisheries;

NOW, THEREFORE, for and in consideration of the foregoing and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City of Richmond/Trustee hereby releases, remises and quitclaims to the State, any and all right, title and interest existing by virtue of the Richmond Grant in and to the real property located in the City of Richmond, State of California, described in Exhibit A attached hereto and depicted in Exhibit B attached hereto, each made a part hereof, to be held by the State for reconveyance to the City of Richmond/Trustee to be held and administered as land subject to the public trust for commerce, navigation and fisheries, and to the terms and conditions of the Richmond Grant in accordance with the terms of the Settlement Agreement.

[Signatures on next page.]



484748

Executed this \_\_\_\_ day of \_\_\_\_\_, 2004

CITY OF RICHMOND, a municipal corporation of  
the State of California, as a trustee pursuant to  
Chapter 317, Statutes of 1913, as amended

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

REVIEWED BY:

City Attorney's Office

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

**FORM OF QUITCLAIM DEED FROM CITY OF RICHMOND/MUNICIPAL  
CORPORATION FOR PUBLIC TRUST PARCELS**

Recording Requested by and  
When Recorded Mail to:

STATE LANDS COMMISSION  
State of California  
100 Howe Avenue, #100S  
Sacramento, CA 95825  
Attn: Blake D. Stevenson, Esq.

(State of California Official Business  
Document Entitled to Free Recordation  
Pursuant to Government Code Section 6103)

**QUITCLAIM DEED**

**(Conveying Public Trust Parcels to the State of California)**

WHEREAS, the STATE OF CALIFORNIA, acting by and through the STATE LANDS COMMISSION ("State" or "Commission"), the Richmond Redevelopment Agency, a public body corporate and politic (the "Redevelopment Agency"), and the CITY OF RICHMOND, a municipal corporation of the State of California, in its capacity as a trustee pursuant to Chapter 317, Statutes of 1913, as amended (the "City of Richmond/Trustee"), and in its capacity as a municipal corporation (the "City of Richmond/Municipal Corporation"), have entered into that certain "Agreement for the Settlement of a Title Dispute in the City of Richmond, County of Contra Costa, Among the City of Richmond, a Municipal Corporation and as a Trustee, the Richmond Redevelopment Agency, a Public Body Corporate and Politic, and the State of California, Acting by and through the State Lands Commission" (the "Settlement Agreement"), dated as of \_\_\_\_\_, 2004, and recorded as Document Number \_\_\_\_\_, Official Records of Contra Costa County; and

WHEREAS, on October 20, 2003, pursuant to the authority set forth in Section 3, Chapter 527, Statutes of 2000, the Commission approved the Settlement Agreement and authorized the acceptance of this Quitclaim Deed on the terms and conditions set forth in the Settlement Agreement; and

WHEREAS, the Settlement Agreement sets forth certain approvals of and conveyances of lands and interests therein by the State of California, acting by and through the State Lands Commission, releasing such lands from the public trust for the purposes of commerce, navigation and fisheries in exchange for placing the public trust on certain other lands; and

WHEREAS, in furtherance of the Settlement Agreement, the City of Richmond/Municipal Corporation has agreed to convey to the State of California the land described below so that the State may reconvey such lands to the City of Richmond/Trustee in

484748

trust, for the specific and limited purposes of effectuating the public trust purposes provided for in Chapter 317, Statutes of 1913, as amended (the "Richmond Grant"), and subject to the public trust for commerce, navigation and fisheries;

NOW, THEREFORE, for and in consideration of the foregoing and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City of Richmond/Municipal Corporation hereby releases, remises and quitclaims to the State any and all right, title and interest in and to the real property located in the City of Richmond, State of California, described in Exhibit A attached hereto and depicted in Exhibit B attached hereto, each made a part hereof, to be held by the State for reconveyance to the City of Richmond/Trustee to be held and administered as land subject to the public trust for commerce, navigation and fisheries, and to the terms and conditions of the Richmond Grant in accordance with the terms of the Settlement Agreement.

[Signatures on next page.]

484748

Executed this \_\_\_\_ day of \_\_\_\_\_, 2004

CITY OF RICHMOND, a municipal corporation of  
the State of California

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

REVIEWED BY:

City Attorney's Office

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

**FORM OF QUITCLAIM DEED FROM RICHMOND REDEVELOPMENT AGENCY  
FOR PUBLIC TRUST PARCELS**

Recording Requested by and  
When Recorded Mail to:

STATE LANDS COMMISSION  
State of California  
100 Howe Avenue, #100S  
Sacramento, CA 95825  
Attn: Blake D. Stevenson, Esq.

(State of California Official Business  
Document Entitled to Free Recordation  
Pursuant to Government Code Section 6103)

**QUITCLAIM DEED**

**(Conveying Public Trust Parcels to the State of California)**

WHEREAS, the STATE OF CALIFORNIA, acting by and through the STATE LANDS COMMISSION ("State" or "Commission"), the Richmond Redevelopment Agency, a public body corporate and politic (the "Redevelopment Agency"), and the CITY OF RICHMOND, a municipal corporation of the State of California, in its capacity as a trustee pursuant to Chapter 317, Statutes of 1913, as amended (the "City of Richmond/Trustee"), and in its capacity as a municipal corporation (the "City of Richmond/Municipal Corporation"), have entered into that certain "Agreement for the Settlement of a Title Dispute in the City of Richmond, County of Contra Costa, Among the City of Richmond, a Municipal Corporation and as a Trustee, the Richmond Redevelopment Agency, a Public Body Corporate and Politic, and the State of California, Acting by and through the State Lands Commission" (the "Settlement Agreement"), dated as of \_\_\_\_\_, 2004, and recorded as Document Number \_\_\_\_\_, Official Records of Contra Costa County; and

WHEREAS, on October 20, 2003, pursuant to the authority set forth in Section 3, Chapter 527, Statutes of 2000, the Commission approved the Settlement Agreement and authorized the acceptance of this Quitclaim Deed on the terms and conditions set forth in the Settlement Agreement; and

WHEREAS, the Settlement Agreement sets forth certain approvals of and conveyances of lands and interests therein by the State of California, acting by and through the State Lands Commission, releasing such lands from the public trust for the purposes of commerce, navigation and fisheries in exchange for placing the public trust on certain other lands; and

WHEREAS, in furtherance of the Settlement Agreement, the Redevelopment Agency has agreed to convey to the State of California the land described below so that the State may reconvey such lands to the City of Richmond/Trustee in trust, for the specific and limited

purposes of effectuating the public trust purposes provided for in Chapter 317, Statutes of 1913, as amended, (the "Richmond Grant"), and subject to the public trust for commerce, navigation and fisheries;

NOW, THEREFORE, for and in consideration of the foregoing and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Redevelopment Agency hereby releases, remises and quitclaims to the State any and all right, title and interest in and to the real property located in the City of Richmond, State of California, described in Exhibit A attached hereto and depicted in Exhibit B attached hereto, each made a part hereof, to be held by the State for reconveyance to the City of Richmond/Trustee to be held and administered as land subject to the public trust for commerce, navigation, and fisheries, and to the terms and conditions of the Richmond Grant in accordance with the terms of the Settlement Agreement.

[Signatures on next page.]

Executed this \_\_\_\_ day of \_\_\_\_\_, 2004

RICHMOND REDEVELOPMENT AGENCY, a  
body corporate and politic

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

REVIEWED BY:

City Attorney's Office

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

**FORM OF PATENT FROM STATE FOR PUBLIC TRUST PARCELS**

Recording Requested by and  
When Recorded Mail to:

THE CITY OF RICHMOND  
City of Richmond  
City Attorney's Office  
City Hall  
1401 Marina Way South  
Richmond, CA 94804  
Attn: Rachel Dragolovich, Asst. City Attorney

(State of California Official Business  
Document Entitled to Free Recordation  
Pursuant to Government Code Section 6103)

**PATENT****(Conveying Public Trust Parcels to City of Richmond/Trustee Subject to the Public Trust)**

WHEREAS, the STATE OF CALIFORNIA, acting by and through the STATE LANDS COMMISSION ("State" or "Commission"), the Richmond Redevelopment Agency, a public body corporate and politic (the "Redevelopment Agency"), and the CITY OF RICHMOND, a municipal corporation of the State of California, in its capacity as a trustee pursuant to Chapter 317, Statutes of 1913, as amended (the "City of Richmond/Trustee"), and in its capacity as a municipal corporation (the "City of Richmond/Municipal Corporation"), have entered into that certain "Agreement for the Settlement of a Title Dispute in the City of Richmond, County of Contra Costa, Among the City of Richmond, a Municipal Corporation and as a Trustee, the Richmond Redevelopment Agency, a Public Body Corporate and Politic, and the State of California, Acting by and through the State Lands Commission" (the "Settlement Agreement"), dated as of \_\_\_\_\_, 2004, and recorded as Document Number \_\_\_\_\_, Official Records of Contra Costa County; and

WHEREAS, on October 20, 2003, pursuant to the authority set forth in Section 3, Chapter 527, Statutes of 2000, the Commission approved the Settlement Agreement and authorized the delivery of this Patent on the terms and conditions set forth in the Settlement Agreement; and

WHEREAS, pursuant to the Settlement Agreement, the City of Richmond/Municipal Corporation and the Redevelopment Agency have conveyed the property described in Exhibit A attached hereto and depicted in Exhibit B attached hereto, each made a part hereof (the "Property") to the State, so that the State may reconvey the Property to the City of Richmond/Trustee subject to the public trust for commerce, navigation and fisheries, and the statutory trust created by that certain Act of the Legislature set forth as Chapter 317, Statutes of 1913, as amended (the "Richmond Grant");



NOW, THEREFORE, for and in consideration of the foregoing and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the State, consistent with established acts and policies, hereby conveys, releases, remises and quitclaims to the City of Richmond/Trustee in trust, for the specific and limited purposes of effectuating the public trust purposes provided for in the Richmond Grant, and subject to the public trust for commerce, navigation and fisheries, all the right, title and interest held by the State in and to the Property, and subject to and further burdened by the statutory trust imposed by the Richmond Grant.

[Signatures on next page.]

## Exhibit 13, Page 3 of 3

IN TESTAMENT WHEREOF, I,  
ARNOLD SCHWARZENEGGER,

Governor of the State of California, have caused  
these Letters to be made Patent, and the Seal of the  
State of California to be hereunto affixed. Given  
under my hand at this City of Sacramento this, the  
\_\_\_\_\_ day of \_\_\_\_\_ in the year 2004.

\_\_\_\_\_  
ARNOLD SCHWARZENEGGER  
Governor of State

Attest: \_\_\_\_\_  
KEVIN SHELLEY  
Secretary of State

Countersigned: \_\_\_\_\_  
Paul D. Thayer  
Executive Officer  
State Lands Commission

**FORM OF QUITCLAIM DEED FROM CITY OF RICHMOND/TRUSTEE FOR  
CRANEWAY PARCEL**

Recording Requested by and  
When Recorded Mail to:

STATE LANDS COMMISSION  
State of California  
100 Howe Avenue, #100S  
Sacramento, CA 95825  
Attn: Blake D. Stevenson, Esq.

(State of California Official Business  
Document Entitled to Free Recordation  
Pursuant to Government Code Section 6103)

**QUITCLAIM DEED**

**(Conveying Craneway Parcel to the State of California)**

WHEREAS, the STATE OF CALIFORNIA, acting by and through the STATE LANDS COMMISSION ("State" or "Commission"), the Richmond Redevelopment Agency, a public body corporate and politic (the "Redevelopment Agency"), and the CITY OF RICHMOND, a municipal corporation of the State of California, in its capacity as a trustee pursuant to Chapter 317, Statutes of 1913, as amended (the "City of Richmond/Trustee"), and in its capacity as a municipal corporation (the "City of Richmond/Municipal Corporation"), have entered into that certain "Agreement for the Settlement of a Title Dispute in the City of Richmond, County of Contra Costa, Among the City of Richmond, a Municipal Corporation and as a Trustee, the Richmond Redevelopment Agency, a Public Body Corporate and Politic, and the State of California, Acting by and through the State Lands Commission" (the "Settlement Agreement"), dated as of \_\_\_\_\_, 2004, and recorded as Document Number \_\_\_\_\_, Official Records of Contra Costa County; and

WHEREAS, on October 20, 2003, pursuant to the authority set forth in Section 3, Chapter 527, Statutes of 2000, the Commission approved the Settlement Agreement and authorized the acceptance of this Quitclaim Deed on the terms and conditions set forth in the Settlement Agreement; and

WHEREAS, the Settlement Agreement sets forth certain approvals of and conveyances of lands and interests therein by the State of California, acting by and through the State Lands Commission, releasing such lands from the public trust for the purposes of commerce, navigation and fisheries in exchange for placing the public trust on certain other lands; and

WHEREAS, in furtherance of the Settlement Agreement, the City of Richmond/Trustee has agreed to convey to the State of California all of City of Richmond/Trustee's right, title and interest existing by virtue of Chapter 317, Statutes of 1913, as amended (the "Richmond Grant")

in the land described below so that the State may reconvey such lands in fee by patent to the Redevelopment Agency, subject to a public trust easement retained and exercised for particular uses by the State, and so that the State may reconvey the public trust easement within such lands to the City of Richmond/Trustee, for the specific and limited purposes of effectuating the public trust purposes provided for in the Richmond Grant, and subject to the public trust for commerce, navigation and fisheries;

NOW, THEREFORE, for and in consideration of the foregoing and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City of Richmond/Trustee hereby releases, remises and quitclaims to the State any and all right, title and interest existing by virtue of the Richmond Grant in and to the real property located in the City of Richmond, State of California, described in Exhibit A attached hereto and depicted in Exhibit B attached hereto, each made a part hereof, to be held by the State for reconveyance in fee by patent to the Redevelopment Agency, subject to a public trust easement retained and exercised for particular uses by the State, and for reconveyance of the public trust easement as exercised for particular uses within such lands to the City of Richmond/Trustee to be held and administered as land subject to the public trust for commerce, navigation and fisheries, and to the terms and conditions of the Richmond Grant in accordance with the terms of the Settlement Agreement.

The public trust for commerce, navigation and fisheries refined to herein is identical to the public trust that is impliedly reserved in grants of tide and submerged lands by the State of California, which is described in People v. California Fish Co. (1913) 166 Cal 576.

[Signatures on next page.]

Executed this \_\_\_\_ day of \_\_\_\_\_, 2004

CITY OF RICHMOND, a municipal corporation of  
the State of California, as a trustee pursuant to  
Chapter 317, Statutes of 1913, as amended

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

REVIEWED BY:

City Attorney's Office

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

## Exhibit 15, Page 1 of 3

**FORM OF QUITCLAIM DEED FROM RICHMOND REDEVELOPMENT AGENCY  
FOR CRANEWAY PARCEL**

Recording Requested by and  
When Recorded Mail to:

STATE LANDS COMMISSION  
State of California  
100 Howe Avenue, #100S  
Sacramento, CA 95825  
Attn: Blake D. Stevenson, Esq.

(State of California Official Business  
Document Entitled to Free Recordation  
Pursuant to Government Code Section 6103)

**QUITCLAIM DEED****(Conveying Craneway Parcel to the State of California)**

WHEREAS, the STATE OF CALIFORNIA, acting by and through the STATE LANDS COMMISSION ("State" or "Commission"), the Richmond Redevelopment Agency, a public body corporate and politic (the "Redevelopment Agency"), and the CITY OF RICHMOND, a municipal corporation of the State of California, in its capacity as a trustee pursuant to Chapter 317, Statutes of 1913, as amended (the "City of Richmond/Trustee"), and in its capacity as a municipal corporation (the "City of Richmond/Municipal Corporation"), have entered into that certain "Agreement for the Settlement of a Title Dispute in the City of Richmond, County of Contra Costa, Among the City of Richmond, a Municipal Corporation and as a Trustee, the Richmond Redevelopment Agency, a Public Body Corporate and Politic, and the State of California, Acting by and through the State Lands Commission" (the "Settlement Agreement"), dated as of \_\_\_\_\_, 2004, and recorded as Document Number \_\_\_\_\_, Official Records of Contra Costa County; and

WHEREAS, on October 20, 2003, pursuant to the authority set forth in Section 3, Chapter 527, Statutes of 2000, the Commission approved the Settlement Agreement and authorized the acceptance of this Quitclaim Deed on the terms and conditions set forth in the Settlement Agreement; and

WHEREAS, the Settlement Agreement sets forth certain approvals of and conveyances of lands and interests therein by the State of California, acting by and through the State Lands Commission, releasing such lands from the public trust for the purposes of commerce, navigation and fisheries in exchange for placing the public trust on certain other lands; and

WHEREAS, in furtherance of the Settlement Agreement, the Redevelopment Agency has agreed to convey to the State of California the certain lands described below so that the State may reconvey such lands in fee to the Redevelopment Agency, subject to a public trust easement

retained and exercised for particular uses by the State, and so that the State may reconvey the public trust easement within such lands to the City of Richmond/Trustee, for the specific and limited purposes of effectuating the public trust purposes provided for in Chapter 317, Statutes of 1913, as amended (the "Richmond Grant"), and subject to the public trust for commerce, navigation and fisheries;

NOW, THEREFORE, for and in consideration of the foregoing and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Redevelopment Agency hereby releases, remises and quitclaims to the State any and all right, title and interest in and to the real property located in the City of Richmond, State of California, described in Exhibit A attached hereto and depicted in Exhibit B attached hereto, each made a part hereof, to be held by the State for reconveyance in fee by patent to the Redevelopment Agency, subject to a public trust easement retained and exercised for particular uses by the State, and for reconveyance of the public trust easement as exercised for particular uses within such lands to the City of Richmond/Trustee to be held and administered as land subject to the public trust for commerce, navigation and fisheries, and to the terms and conditions of the Richmond Grant in accordance with the terms of the Settlement Agreement.

The public trust for commerce, navigation and fisheries referred to herein is identical to the public trust that is impliedly reserved in grants of tide and submerged lands by the State of California, which is described in People v. California Fish Co. (1913) 166 Cal. 576.

[Signatures on next page.]

## Exhibit 15, Page 3 of 3

Executed this \_\_\_\_ day of \_\_\_\_\_, 2004.

RICHMOND REDEVELOPMENT AGENCY, a  
body corporate and politic

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

REVIEWED BY:

City Attorney's Office

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk



**FORM OF PATENT FROM STATE FOR CRANEWAY PARCEL**

Recording Requested by and  
When Recorded Mail to:

RICHMOND REDEVELOPMENT AGENCY  
City of Richmond  
City Attorney's Office  
City Hall  
1401 Marina Way South  
Richmond, CA 94804  
Attn: Rachel Dragolovich, Asst. City Attorney

(State of California Official Business  
Document Entitled to Free Recordation  
Pursuant to Government Code Section 6103)

**PATENT****(Conveying Craneway Parcel to Richmond Redevelopment Agency Subject to a Public Trust Easement)**

WHEREAS, the STATE OF CALIFORNIA, acting by and through the STATE LANDS COMMISSION ("State" or "Commission"), the Richmond Redevelopment Agency, a public body corporate and politic (the "Redevelopment Agency"), and the CITY OF RICHMOND, a municipal corporation of the State of California, in its capacity as a trustee pursuant to Chapter 317, Statutes of 1913, as amended (the "City of Richmond/Trustee"), and in its capacity as a municipal corporation (the "City of Richmond/Municipal Corporation"), have entered into that certain "Agreement for the Settlement of a Title Dispute in the City of Richmond, County of Contra Costa, Among the City of Richmond, a Municipal Corporation and as a Trustee, the Richmond Redevelopment Agency, a Public Body Corporate and Politic, and the State of California, Acting by and through the State Lands Commission" (the "Settlement Agreement"), dated as of \_\_\_\_\_, 2004, and recorded as Document Number \_\_\_\_\_, Official Records of Contra Costa County; and

WHEREAS, on October 20, 2003, pursuant to the authority set forth in Section 3, Chapter 527, Statutes of 2000, the Commission approved the Settlement Agreement and authorized the delivery of this Patent on the terms and conditions set forth in the Settlement Agreement; and

WHEREAS, the Settlement Agreement sets forth certain approvals of and conveyances of lands and interests therein by the State of California, acting by and through the State Lands Commission, releasing such lands from the public trust for the purposes of commerce, navigation and fisheries in exchange for placing the public trust on certain other lands; and

WHEREAS, pursuant to the Settlement Agreement, the Redevelopment Agency has conveyed to the State the property described in Exhibit A attached hereto and depicted in Exhibit B attached hereto, each made a part hereof (the "Property"); and

WHEREAS, the Settlement Agreement requires that the State release the fee in the Property to the Redevelopment Agency free of the public trust for commerce, navigation and fisheries, and that the State reserve from such conveyance a public trust easement, exercised for particular purposes described below;

NOW, THEREFORE, for and in consideration of the foregoing and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the State, consistent with established acts and policies, hereby conveys, releases, remises and quitclaims to the Redevelopment Agency, its successors and assigns, all of its right, title and interest in the Property;

**Save and Except**, the State expressly excepts and reserves to the State, its successors and assigns, forever, a public trust easement in the Property which is hereby exercised for the following purposes: Public access to and use and enjoyment of water-related activities and uses incidental to such activities. These uses include overnight accommodation, restaurants and cafes, water-related industry, museums regarding waterfront history, visitor-serving retail, boating, and ferry services. The City of Richmond/Trustee may, with the approval of the State Lands Commission, amend this exercise of the public trust easement in the Property to allow other uses consistent with the public trust.

The public trust referred to herein is identical to the public trust for commerce, navigation and fisheries that is impliedly reserved in grants of tide and submerged lands by the State of California, which is described in People v. California Fish Co. (1913) 166 Cal. 576.

[Signatures on next page.]

IN TESTAMENT WHEREOF, I  
ARNOLD SCHWARZENEGGER,

Governor of the State of California, have caused  
these Letters to be made Patent, and the Seal of the  
State of California to be hereunto affixed. Given  
under my hand at this City of Sacramento this, the  
\_\_\_\_\_ day of \_\_\_\_\_ in the year 2004.

\_\_\_\_\_  
ARNOLD SCHWARZENEGGER  
Governor of State

Attest: \_\_\_\_\_  
KEVIN SHELLEY  
Secretary of State

Countersigned: \_\_\_\_\_  
Paul D. Thayer  
Executive Officer  
State Lands Commission

**FORM OF PATENT FROM STATE FOR CRANEWAY PARCEL PUBLIC TRUST  
EASEMENT**

Recording Requested by and  
When Recorded Mail to:

CITY OF RICHMOND  
City Attorney's Office  
City Hall  
1401 Marina Way South  
Richmond, CA 94804  
Attn: Rachel Dragolovich, Asst. City Attorney

(State of California Official Business  
Document Entitled to Free Recordation  
Pursuant to Government Code Section 6103)

**PATENT**

**(Conveying Public Trust Easement in the Craneway Parcel to City of Richmond/Trustee)**

WHEREAS, the STATE OF CALIFORNIA, acting by and through the STATE LANDS COMMISSION ("State" or "Commission"), the Richmond Redevelopment Agency, a public body corporate and politic (the "Redevelopment Agency"), and the CITY OF RICHMOND, a municipal corporation of the State of California, in its capacity as a trustee pursuant to Chapter 317, Statutes of 1913, as amended (the "City of Richmond/Trustee"), and in its capacity as a municipal corporation (the "City of Richmond/Municipal Corporation"), have entered into that certain "Agreement for the Settlement of a Title Dispute in the City of Richmond, County of Contra Costa, Among the City of Richmond, a Municipal Corporation and as a Trustee, the Richmond Redevelopment Agency, a Public Body Corporate and Politic, and the State of California, Acting by and through the State Lands Commission" (the "Settlement Agreement"), dated as of \_\_\_\_\_, 2004, and recorded as Document Number \_\_\_\_\_, Official Records of Contra Costa County; and

WHEREAS, on October 20, 2003, pursuant to the authority set forth in Section 3, Chapter 527, Statutes of 2000, the Commission approved the Settlement Agreement and authorized the delivery of this Patent on the terms and conditions set forth in the Settlement Agreement;

WHEREAS, pursuant to the Settlement Agreement, the State has retained and exercised for particular uses a public trust easement in the property described in Exhibit A attached hereto and depicted in Exhibit B attached hereto, each made a part hereof (the "Property");

NOW, THEREFORE, for and in consideration of the foregoing and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the State, consistent with established acts and policies, hereby conveys, releases, remises and quitclaims to the City of

Richmond/Trustee, its successors and assigns, all of its right, title and interest held by the State, in and to the public trust easement retained by the State within the Property which has been exercised for purposes of public access to and use and enjoyment of water-related activities and uses incidental to such activities. These uses include overnight accommodation, restaurants and cafes, water-related industry, museums regarding waterfront history, visitor-serving retail, boating, and ferry services. The City of Richmond/Trustee may, with the approval of the State Lands Commission, amend this exercise of the public trust easement in the Property to allow other uses consistent with the public trust.

The public trust referred to herein is identical to the public trust for commerce, navigation and fisheries that is impliedly reserved in grants of tide and submerged lands by the State of California, which is described in People v. California Fish Co. (1913) 166 Cal. 576.

IN TESTAMENT WHEREOF, I  
ARNOLD SCHWARZENEGGER,

Governor of the State of California, have caused  
these Letters to be made Patent, and the Seal of the  
State of California to be hereunto affixed. Given  
under my hand at this City of Sacramento this, the  
\_\_\_\_\_ day of \_\_\_\_\_ in the year 2004.

\_\_\_\_\_  
ARNOLD SCHWARZENEGGER  
Governor of State

Attest: \_\_\_\_\_  
KEVIN SHELLEY  
Secretary of State

Countersigned: \_\_\_\_\_  
Paul D. Thayer  
Executive Officer  
State Lands Commission

**FORM OF QUITCLAIM DEED FROM CITY OF RICHMOND/TRUSTEE FOR  
HARBOUR WAY PUBLIC ACCESS PARCEL**

Recording Requested by and  
When Recorded Mail to:

STATE LANDS COMMISSION  
State of California  
100 Howe Avenue, #100S  
Sacramento, CA 95825  
Attn: Blake D. Stevenson, Esq.

(State of California Official Business  
Document Entitled to Free Recordation  
Pursuant to Government Code Section 6103)

**QUITCLAIM DEED**

**(Conveying Harbour Way Public Access Parcel to the State of California)**

WHEREAS, the STATE OF CALIFORNIA, acting by and through the STATE LANDS COMMISSION ("State" or "Commission"), the Richmond Redevelopment Agency, a public body corporate and politic (the "Redevelopment Agency"), and the CITY OF RICHMOND, a municipal corporation of the State of California, in its capacity as a trustee pursuant to Chapter 317, Statutes of 1913, as amended (the "City of Richmond/Trustee"), and in its capacity as a municipal corporation (the "City of Richmond/Municipal Corporation"), have entered into that certain "Agreement for the Settlement of a Title Dispute in the City of Richmond, County of Contra Costa, Among the City of Richmond, a Municipal Corporation and as a Trustee, the Richmond Redevelopment Agency, a Public Body Corporate and Politic, and the State of California, Acting by and through the State Lands Commission" (the "Settlement Agreement"), dated as of \_\_\_\_\_, 2004, and recorded as Document Number \_\_\_\_\_, Official Records of Contra Costa County; and

WHEREAS, on October 20, 2003, pursuant to the authority set forth in Section 3, Chapter 527, Statutes of 2000, the Commission approved the Settlement Agreement and authorized the acceptance of this Quitclaim Deed on the terms and conditions set forth in the Settlement Agreement; and

WHEREAS, the Settlement Agreement sets forth certain approvals of and conveyances of lands and interests therein by the State of California, acting by and through the State Lands Commission, releasing such lands from the public trust for the purposes of commerce, navigation and fisheries in exchange for placing the public trust on certain other lands; and

WHEREAS, in furtherance of the Settlement Agreement, the City of Richmond/Trustee has agreed to convey to the State of California all of City of Richmond/Trustee's right, title and interest existing by virtue of Chapter 317, Statutes of 1913, as amended (the "Richmond Grant")

in the land described below so that the State may reconvey such lands to the City of Richmond/Municipal Corporation, simultaneous with the grant of a public access easement to the State for purposes of public pedestrian, bicycle and vehicular access; and other public access consistent with use as a public street over the land described below, which easement the State will then reconvey to the City of Richmond/Trustee to hold and administer in trust pursuant to the Richmond Grant;

NOW, THEREFORE, for and in consideration of the foregoing and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City of Richmond/Trustee hereby releases, remises and quitclaims to the State any and all right, title and interest existing by virtue of the Richmond Grant in and to the real property located in the City of Richmond, State of California, described in Exhibit A attached hereto and depicted in Exhibit B attached hereto, each made a part hereof.

[Signatures on next page.]

484748

Executed this \_\_\_\_ day of \_\_\_\_\_, 2004

CITY OF RICHMOND, a municipal corporation of  
the State of California, as a trustee pursuant to  
Chapter 317, Statutes of 1913, as amended

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

REVIEWED BY:

City Attorney's Office

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk



**FORM OF PATENT FROM STATE FOR HARBOUR WAY PUBLIC ACCESS PARCEL**

Recording Requested by and  
When Recorded Mail to:

CITY OF RICHMOND  
City Attorney's Office  
City Hall  
1401 Marina Way South  
Richmond, CA 94804  
Attn: Rachel Dragolovich, Asst. City Attorney

(State of California Official Business  
Document Entitled to Free Recordation  
Pursuant to Government Code Section 6103)

**PATENT****(Conveying Harbour Way Public Access Parcel to  
the City of Richmond/Municipal Corporation)**

WHEREAS, the STATE OF CALIFORNIA, acting by and through the STATE LANDS COMMISSION ("State" or "Commission"), the Richmond Redevelopment Agency, a public body corporate and politic (the "Redevelopment Agency"), and the CITY OF RICHMOND, a municipal corporation of the State of California, in its capacity as a trustee pursuant to Chapter 317, Statutes of 1913, as amended (the "City of Richmond/Trustee"), and in its capacity as a municipal corporation (the "City of Richmond/Municipal Corporation"), have entered into that certain "Agreement for the Settlement of a Title Dispute in the City of Richmond, County of Contra Costa, Among the City of Richmond, a Municipal Corporation and as a Trustee, the Richmond Redevelopment Agency, a Public Body Corporate and Politic, and the State of California, Acting by and through the State Lands Commission" (the "Settlement Agreement"), dated as of \_\_\_\_\_, 2004, and recorded as Document Number \_\_\_\_\_, Official Records of Contra Costa County; and

WHEREAS, on October 20, 2003, pursuant to the authority set forth in Section 3, Chapter 527, Statutes of 2000, the Commission approved the Settlement Agreement and authorized the delivery of this Patent on the terms and conditions set forth in the Settlement Agreement;

WHEREAS, pursuant to the Settlement Agreement, the City of Richmond/Trustee has conveyed to the State of California the land described in Exhibit A attached hereto and depicted in Exhibit B attached hereto, each made a part hereof (the "Property"), so that the State may release such lands from the public trust for the purposes of commerce, navigation and fisheries, and the statutory trust created by that certain Act of the Legislature set forth as Chapter 317, Statutes of 1913, as amended (the "Richmond Grant");

## Exhibit 19, Page 2 of 3

WHEREAS, simultaneous with this Patent, the City of Richmond/Municipal Corporation will grant to the State a public access easement for purposes of public pedestrian, bicycle, and vehicular access, and other public access consistent with use as a public street over the Property, which easement the State will reconvey to the City of Richmond/Trustee to hold and administer in trust pursuant to the Richmond Grant;

NOW, THEREFORE, for and in consideration of the foregoing and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the State, consistent with established acts and policies, hereby conveys, releases, remises and quitclaims to the City of Richmond/Municipal Corporation, its successors and assigns, all of its right, title and interest held by the State, in and to the Property, and specifically releasing, without limiting the generality of the foregoing, (i) any interest in the public trust for the purposes of commerce, navigation and fisheries; and (ii) any interest created by the Richmond Grant.

[Signatures on next page.]

## Exhibit 19, Page 3 of 3

IN TESTAMENT WHEREOF, I  
ARNOLD SCHWARZENEGGER,

Governor of the State of California, have caused  
these Letters to be made Patent, and the Seal of the  
State of California to be hereunto affixed. Given  
under my hand at this City of Sacramento this, the  
\_\_\_\_\_ day of \_\_\_\_\_ in the year 2004.

\_\_\_\_\_  
ARNOLD SCHWARZENEGGER  
Governor of State

Attest: \_\_\_\_\_

KEVIN SHELLEY  
Secretary of State

Countersigned: \_\_\_\_\_

Paul D. Thayer  
Executive Officer  
State Lands Commission

**FORM OF GRANT OF EASEMENT FROM CITY OF RICHMOND/MUNICIPAL  
CORPORATION FOR PUBLIC ACCESS EASEMENT WITHIN THE HARBOUR WAY  
PUBLIC ACCESS PARCEL**

Recording Requested by and  
When Recorded Mail to:

STATE LANDS COMMISSION  
State of California  
100 Howe Avenue, #100S  
Sacramento, CA 95825  
Attn: Blake D. Stevenson, Esq.

(State of California Official Business  
Document Entitled to Free Recordation  
Pursuant to Government Code Section 6103)

**GRANT OF EASEMENT**

**(Granting an Easement in the Harbour Way Public Access Parcel  
to the State of California)**

WHEREAS, the STATE OF CALIFORNIA, acting by and through the STATE LANDS COMMISSION ("State" or "Commission"), the Richmond Redevelopment Agency, a public body corporate and politic (the "Redevelopment Agency"), and the CITY OF RICHMOND, a municipal corporation of the State of California, in its capacity as a trustee pursuant to Chapter 317, Statutes of 1913, as amended (the "City of Richmond/Trustee"), and in its capacity as a municipal corporation (the "City of Richmond/Municipal Corporation"), have entered into that certain "Agreement for the Settlement of a Title Dispute in the City of Richmond, County of Contra Costa, Among the City of Richmond, a Municipal Corporation and as a Trustee, the Richmond Redevelopment Agency, a Public Body Corporate and Politic, and the State of California, Acting by and through the State Lands Commission" (the "Settlement Agreement"), dated as of \_\_\_\_\_, 2004, and recorded as Document Number \_\_\_\_\_, Official Records of Contra Costa County; and

WHEREAS, on October 20, 2003, pursuant to the authority set forth in Section 3, Chapter 527, Statutes of 2000, the Commission approved the Settlement Agreement and authorized the acceptance of this Grant of Easement on the terms and conditions set forth in the Settlement Agreement; and

WHEREAS, the Settlement Agreement sets forth certain approvals of and conveyances of lands and interests therein by the State of California, acting by and through the State Lands Commission, releasing such lands from the public trust for the purposes of commerce, navigation and fisheries in exchange for placing the public trust on certain other lands; and

WHEREAS, in furtherance of the Settlement Agreement, the City of Richmond/Municipal Corporation has agreed to grant to the State of California an easement for

purposes of public pedestrian, bicycle and vehicular access, and other public access consistent with use as a public street, over the land described below so that the State may reconvey the public access easement to the City of Richmond/Trustee, to be held and administered in trust pursuant to Chapter 317, Statutes of 1913, as amended (the "Richmond Grant");

NOW, THEREFORE, for and in consideration of the foregoing and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City of Richmond/Municipal Corporation hereby grants to the State a perpetual easement for purposes of public pedestrian, bicycle and vehicular access, and other public access consistent with use as a public street (the "Easement"), over that certain real property located in the City of Richmond, State of California, described in Exhibit A (attached hereto and made a part hereof) and depicted in Exhibit B (attached hereto and made a part hereof). The Easement is both in gross for the benefit of the public and appurtenant to the following land or interests: (i) the public trust easement in Parcel F-2 described in Exhibit C (attached hereto and made a part hereof), (ii) Parcel B described in Exhibit D (attached hereto and made a part hereof), (iii) Parcel F-3 described in Exhibit E (attached hereto and made a part hereof), (iv) the Shoreline Public Access Easement II described in Exhibit F (attached hereto and made a part hereof) and (v) Parcel D-2 described in Exhibit G (attached hereto and made a part hereof). The Easement is to be held by the State for reconveyance to the City of Richmond/Trustee to be held and administered in trust pursuant to the Richmond Grant.

[Signatures on next page.]

## Exhibit 20, Page 3 of 3

Executed this \_\_\_\_ day of \_\_\_\_\_, 2004

CITY OF RICHMOND, a municipal corporation of  
the State of California

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

REVIEWED BY:

City Attorney's Office

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

**FORM OF QUITCLAIM DEED FROM STATE FOR HARBOUR WAY PUBLIC  
ACCESS PARCEL PUBLIC ACCESS EASEMENT**

Recording Requested by and  
When Recorded Mail to:

CITY OF RICHMOND  
City Attorney's Office  
City Hall  
1401 Marina Way South  
Richmond, CA 94804  
Attn: Rachel Dragolovich, Asst. City Attorney

(State of California Official Business  
Document Entitled to Free Recordation  
Pursuant to Government Code Section 6103)

**QUITCLAIM DEED**

**(Conveying an Easement in the Harbour Way Public Access Parcel  
to City of Richmond/Trustee)**

WHEREAS, the STATE OF CALIFORNIA, acting by and through the STATE LANDS COMMISSION ("State" or "Commission"), the Richmond Redevelopment Agency, a public body corporate and politic (the "Redevelopment Agency"), and the CITY OF RICHMOND, a municipal corporation of the State of California, in its capacity as a trustee pursuant to Chapter 317, Statutes of 1913, as amended (the "City of Richmond/Trustee"), and in its capacity as a municipal corporation (the "City of Richmond/Municipal Corporation"), have entered into that certain "Agreement for the Settlement of a Title Dispute in the City of Richmond, County of Contra Costa, Among the City of Richmond, a Municipal Corporation and as a Trustee, the Richmond Redevelopment Agency, a Public Body Corporate and Politic, and the State of California, Acting by and through the State Lands Commission" (the "Settlement Agreement"), dated as of \_\_\_\_\_, 2004, and recorded as Document Number \_\_\_\_\_, Official Records of Contra Costa County; and

WHEREAS, on October 20, 2003, pursuant to the authority set forth in Section 3, Chapter 527, Statutes of 2000, the Commission approved the Settlement Agreement and authorized the delivery of this Quitclaim Deed on the terms and conditions set forth in the Settlement Agreement; and

WHEREAS, in furtherance of the Settlement Agreement, the City of Richmond/Municipal Corporation has granted to the State of California a public access easement, for purposes of public pedestrian, bicycle and vehicular access, and other public access consistent with use as a public street, over the land described below, so that the State may

reconvey such easement to the City of Richmond/Trustee, to hold and administer in trust pursuant to Chapter 317, Statutes of 1913, as amended (the "Richmond Grant");

NOW, THEREFORE, for and in consideration of the foregoing and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the State, consistent with established acts and policies, hereby conveys, releases, remises and quitclaims to the City of Richmond/Trustee all of its right, title and interest held by the State, in and to a perpetual easement for purposes of public pedestrian, bicycle and vehicular access, and other public access consistent with use as a public street (the "Easement"), over that certain real property located in the City of Richmond, State of California, described in Exhibit A (attached hereto and made a part hereof) and depicted in Exhibit B (attached hereto and made a part hereof). The Easement is both in gross for the benefit of the public and appurtenant to the following land or interests: (i) the public trust easement in Parcel F-2 described in Exhibit C (attached hereto and made a part hereof), (ii) Parcel B described in Exhibit D (attached hereto and made a part hereof), (iii) Parcel F-3 described in Exhibit E (attached hereto and made a part hereof), (iv) the Shoreline Public Access Easement II described in Exhibit F (attached hereto and made a part hereof) and (v) Parcel D-2 described in Exhibit G (attached hereto and made a part hereof). The Easement is to be held and administered by the City of Richmond/Trustee in trust pursuant to the Richmond Grant.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2004

STATE OF CALIFORNIA, Acting by and through  
the State Lands Commission

By: \_\_\_\_\_

Paul D. Thayer  
Executive Officer



**FORM OF GRANT OF EASEMENT FROM RICHMOND REDEVELOPMENT  
AGENCY FOR SHORELINE PUBLIC ACCESS EASEMENT I**

Recording Requested by and  
When Recorded Mail to:

STATE LANDS COMMISSION  
State of California  
100 Howe Avenue, #100S  
Sacramento, CA 95825  
Attn: Blake D. Stevenson, Esq.

(State of California Official Business  
Document Entitled to Free Recordation  
Pursuant to Government Code Section 6103)

**GRANT OF EASEMENT**

**(Granting an Easement in Shoreline Public Access Easement Area I  
to the State of California)**

WHEREAS, the STATE OF CALIFORNIA, acting by and through the STATE LANDS COMMISSION ("State" or "Commission"), the Richmond Redevelopment Agency, a public body corporate and politic (the "Redevelopment Agency"), and the CITY OF RICHMOND, a municipal corporation of the State of California, in its capacity as a trustee pursuant to Chapter 317, Statutes of 1913, as amended (the "City of Richmond/Trustee"), and in its capacity as a municipal corporation (the "City of Richmond/Municipal Corporation"), have entered into that certain "Agreement for the Settlement of a Title Dispute in the City of Richmond, County of Contra Costa, Among the City of Richmond, a Municipal Corporation and as a Trustee, the Richmond Redevelopment Agency, a Public Body Corporate and Politic, and the State of California, Acting by and through the State Lands Commission" (the "Settlement Agreement"), dated as of \_\_\_\_\_, 2004, and recorded as Document Number \_\_\_\_\_, Official Records of Contra Costa County; and

WHEREAS, on October 20, 2003, pursuant to the authority set forth in Section 3, Chapter 527, Statutes of 2000, the Commission approved the Settlement Agreement and authorized the acceptance of this Grant of Easement on the terms and conditions set forth in the Settlement Agreement; and

WHEREAS, the Settlement Agreement sets forth certain approvals of and conveyances of lands and interests therein by the State of California, acting by and through the State Lands Commission, releasing such lands from the public trust for the purposes of commerce, navigation and fisheries in exchange for placing the public trust on certain other lands; and

WHEREAS, in furtherance of the Settlement Agreement, the Redevelopment Agency has agreed to convey to the State of California an easement for purposes of public pedestrian and bicycle access, and for emergency and maintenance vehicles, over the land described below so

that the State may reconvey the public access easement to the City of Richmond/Trustee, to be held and administered in trust pursuant to Chapter 317, Statutes of 1913, as amended (the "Richmond Grant");

NOW, THEREFORE, for and in consideration of the foregoing and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Redevelopment Agency hereby grants to the State a perpetual easement for purposes of public pedestrian and bicycle access, and for emergency and maintenance vehicles (the "Easement"), over that certain real property located in the City of Richmond, State of California, described in Exhibit A (attached hereto and made a part hereof) and depicted in Exhibit B (attached hereto and made a part hereof). The Easement is both in gross for the benefit of the public and appurtenant to the following land or interests: (i) the public trust easement in Parcel F-2 described in Exhibit C (attached hereto and made a part hereof) and (ii) Parcel E-1 described in Exhibit D (attached hereto and made a part hereof). The Easement is to be held by the State for reconveyance to the City of Richmond/Trustee to be held and administered in trust pursuant to the Richmond Grant.

[Signatures on next page.]

484748

Executed this \_\_\_\_ day of \_\_\_\_\_, 2004

RICHMOND REDEVELOPMENT AGENCY, a  
body corporate and politic

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

REVIEWED BY:

City Attorney's Office

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

**FORM OF GRANT OF EASEMENT FROM RICHMOND REDEVELOPMENT  
AGENCY FOR SHORELINE PUBLIC ACCESS EASEMENT II**

Recording Requested by and  
When Recorded Mail to:

STATE LANDS COMMISSION  
State of California  
100 Howe Avenue, #100S  
Sacramento, CA 95825.  
Attn: Blake D. Stevenson, Esq.

(State of California Official Business  
Document Entitled to Free Recordation  
Pursuant to Government Code Section 6103)

**GRANT OF EASEMENT**

**(Granting an Easement in Shoreline Public Access Easement Area II  
to the State of California)**

WHEREAS, the STATE OF CALIFORNIA, acting by and through the STATE LANDS COMMISSION ("State" or "Commission"), the Richmond Redevelopment Agency, a public body corporate and politic (the "Redevelopment Agency"), and the CITY OF RICHMOND, a municipal corporation of the State of California, in its capacity as a trustee pursuant to Chapter 317, Statutes of 1913, as amended (the "City of Richmond/Trustee"), and in its capacity as a municipal corporation (the "City of Richmond/Municipal Corporation"), have entered into that certain "Agreement for the Settlement of a Title Dispute in the City of Richmond, County of Contra Costa, Among the City of Richmond, a Municipal Corporation and as a Trustee, the Richmond Redevelopment Agency, a Public Body Corporate and Politic, and the State of California, Acting by and through the State Lands Commission" (the "Settlement Agreement"), dated as of \_\_\_\_\_, 2004, and recorded as Document Number \_\_\_\_\_, Official Records of Contra Costa County; and

WHEREAS, on October 20, 2003, pursuant to the authority set forth in Section 3, Chapter 527, Statutes of 2000, the Commission approved the Settlement Agreement and authorized the acceptance of this Grant of Easement on the terms and conditions set forth in the Settlement Agreement; and

WHEREAS, the Settlement Agreement sets forth certain approvals of and conveyances of lands and interests therein by the State of California, acting by and through the State Lands Commission, releasing such lands from the public trust for the purposes of commerce, navigation and fisheries in exchange for placing the public trust on certain other lands; and

WHEREAS, in furtherance of the Settlement Agreement, the Redevelopment Agency has agreed to convey to the State of California an easement for purposes of public pedestrian, bicycle, and vehicular access, and other public access consistent with use as a public street, over

the land described below so that the State may reconvey the public access easement to the City of Richmond/Trustee, to be held and administered in trust pursuant to Chapter 317, Statutes of 1913, as amended (the "Richmond Grant");

NOW, THEREFORE, for and in consideration of the foregoing and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Redevelopment Agency hereby grants to the State a perpetual easement for purposes of public pedestrian, bicycle and vehicular access, and other public access consistent with use as a public street (the "Easement"), over that certain real property located in the City of Richmond, State of California, described in Exhibit A (attached hereto and made a part hereof) and depicted in Exhibit B (attached hereto and made a part hereof). The Easement is both in gross for the benefit of the public and appurtenant to the following land or interests: (i) the public trust easement in Parcel F-2 described in Exhibit C (attached hereto and made a part hereof), (ii) Parcel B described in Exhibit D (attached hereto and made a part hereof), (iii) the public access easement in Parcel C described in Exhibit E (attached hereto and made a part hereof), (iv) Parcel F-3 described in Exhibit F (attached hereto and made a part hereof) and (v) Parcel D-2 described in Exhibit G (attached hereto and made a part hereof). The Easement is to be held by the State for reconveyance to the City of Richmond/Trustee to be held and administered in trust pursuant to the Richmond Grant.

[Signatures on next page.]

484748 . . .

Executed this \_\_\_\_ day of \_\_\_\_\_, 2004

RICHMOND REDEVELOPMENT AGENCY, a  
body corporate and politic

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

REVIEWED BY:

City Attorney's Office

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

**FORM OF QUITCLAIM DEED FROM STATE FOR  
SHORELINE PUBLIC ACCESS EASEMENT I**

Recording Requested by and  
When Recorded Mail to:

CITY OF RICHMOND  
City Attorney's Office  
City Hall  
1401 Marina Way South  
Richmond, CA 94804  
Attn: Rachel Dragolovich, Asst. City Attorney

(State of California Official Business  
Document Entitled to Free Recordation  
Pursuant to Government Code Section 6103)

**QUITCLAIM DEED**

**(Conveying Shoreline Public Access Easement I to City of Richmond/Trustee)**

WHEREAS, the STATE OF CALIFORNIA, acting by and through the STATE LANDS COMMISSION ("State" or "Commission"), the Richmond Redevelopment Agency, a public body corporate and politic (the "Redevelopment Agency"), and the CITY OF RICHMOND, a municipal corporation of the State of California, in its capacity as a trustee pursuant to Chapter 317, Statutes of 1913, as amended (the "City of Richmond/Trustee"), and in its capacity as a municipal corporation (the "City of Richmond/Municipal Corporation"), have entered into that certain "Agreement for the Settlement of a Title Dispute in the City of Richmond, County of Contra Costa, Among the City of Richmond, a Municipal Corporation and as a Trustee, the Richmond Redevelopment Agency, a Public Body Corporate and Politic, and the State of California, Acting by and through the State Lands Commission" (the "Settlement Agreement"), dated as of \_\_\_\_\_, 2004, and recorded as Document Number \_\_\_\_\_, Official Records of Contra Costa County; and

WHEREAS, in furtherance of the Settlement Agreement, the Redevelopment Agency has granted to the State an easement for purposes of public pedestrian and bicycle access, and for emergency and maintenance vehicles over the land described below, so that the easement may be reconveyed by the State to the City of Richmond/Trustee, to be held and administered in trust pursuant to Chapter 317, Statutes of 1913, as amended (the "Richmond Grant"); and

WHEREAS, on October 20, 2003, pursuant to the authority set forth in Section 3, Chapter 527, Statutes of 2000, the Commission approved the Settlement Agreement and authorized the delivery of this Quitclaim Deed concerning the easement on the terms and conditions set forth in the Settlement Agreement;

NOW, THEREFORE, for and in consideration of the foregoing and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the State, consistent

with established acts and policies, hereby conveys, releases, remises and quitclaims to the City of Richmond/Trustee all of its right, title and interest held by the State, in and to a perpetual easement for purposes of public pedestrian and bicycle access, and for emergency and maintenance vehicles (the "Easement"), over that certain property described in Exhibit A (attached hereto and made a part hereof) and depicted in Exhibit B (attached hereto and made a part hereof). The Easement is both in gross for the benefit of the public and appurtenant to the following land or interests: (i) the public trust easement in Parcel F-2 described in Exhibit C (attached hereto and made part hereof), and (ii) Parcel E-1 described in Exhibit D (attached hereto and made part hereof). The Easement is to be held and administered in trust by the City of Richmond/Trustee pursuant to the Richmond Grant.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2004

STATE OF CALIFORNIA, Acting by and through  
the State Lands Commission

By: \_\_\_\_\_

Paul D. Thayer  
Executive Officer



**FORM OF QUITCLAIM DEED FROM STATE FOR  
SHORELINE PUBLIC ACCESS EASEMENT II**

Recording Requested by and  
When Recorded Mail to:

CITY OF RICHMOND  
City Attorney's Office  
City Hall  
1401 Marina Way South  
Richmond, CA 94804  
Attn: Rachel Dragolovich, Asst. City Attorney

(State of California Official Business  
Document Entitled to Free Recordation  
Pursuant to Government Code Section 6103)

**QUITCLAIM DEED****(Conveying Shoreline Public Access Easement II to City of Richmond/Trustee)**

WHEREAS, the STATE OF CALIFORNIA, acting by and through the STATE LANDS COMMISSION ("State" or "Commission"), the Richmond Redevelopment Agency, a public body corporate and politic (the "Redevelopment Agency"), and the CITY OF RICHMOND, a municipal corporation of the State of California, in its capacity as a trustee pursuant to Chapter 317, Statutes of 1913, as amended (the "City of Richmond/Trustee"), and in its capacity as a municipal corporation (the "City of Richmond/Municipal Corporation"), have entered into that certain "Agreement for the Settlement of a Title Dispute in the City of Richmond, County of Contra Costa, Among the City of Richmond, a Municipal Corporation and as a Trustee, the Richmond Redevelopment Agency, a Public Body Corporate and Politic, and the State of California, Acting by and through the State Lands Commission" (the "Settlement Agreement"), dated as of 12/17/04, 2004, and recorded as Document Number 484748 12/17/04, Official Records of Contra Costa County; and

WHEREAS, in furtherance of the Settlement Agreement, the Redevelopment Agency has granted to the State an easement for purposes of public pedestrian, bicycle, and vehicular access, and for other public access consistent with use as a public street over the land described below, so that the easement may be reconveyed by the State to the City of Richmond/Trustee, to be held and administered in trust pursuant to Chapter 317, Statutes of 1913, as amended (the "Richmond Grant"); and

WHEREAS, on October 20, 2003, pursuant to the authority set forth in Section 3, Chapter 527, Statutes of 2000, the Commission approved the Settlement Agreement and authorized the delivery of this Quitclaim Deed concerning the easement on the terms and conditions set forth in the Settlement Agreement;

NOW, THEREFORE, for and in consideration of the foregoing and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the State, consistent with established acts and policies, hereby conveys, releases, remises and quitclaims to the City of Richmond/Trustee all of its right, title and interest held by the State, in and to a perpetual easement for purposes of public pedestrian, bicycle, and vehicular access, and other public access consistent with use as a public street (the "Easement"), over that certain property described in Exhibit A (attached hereto and made a part hereof) and depicted in Exhibit B (attached hereto and made a part hereof). The Easement is both in gross for the benefit of the public and appurtenant to the following land or interests: (i) the public trust easement in Parcel F-2 described in Exhibit C (attached hereto and made a part hereof), (ii) Parcel B described in Exhibit D (attached hereto and made a part hereof), (iii) the public access easement in Parcel C described in Exhibit E (attached hereto and made a part hereof), (iv) Parcel F-3 described in Exhibit F (attached hereto and made a part hereof), and (v) Parcel D-2 described in Exhibit G (attached hereto and made a part hereof). The Easement is to be held and administered in trust by the City of Richmond/Trustee pursuant to the Richmond Grant.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2004

STATE OF CALIFORNIA, Acting by and through  
the State Lands Commission

By: \_\_\_\_\_

Paul D. Thayer  
Executive Officer